

**REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES
BUILDING ACCESS SECURITY SERVICES
ISSUED BY GOVERNMENT SUPPORT SERVICES
CONTRACT NUMBER GSS15599-BLDG_SECURE**

I. Overview

The State of Delaware Department of Government Support Services seeks professional services to establish a list of pre-qualified vendors that eligible agencies can use to obtain quotes for individual projects related to building access security services. This request for proposals ("RFP") is issued pursuant to 29 *Del. C.* §§ [6981](#) and [6982](#).

The proposed schedule of events subject to the RFP is outlined below:

Public Notice	Date: April 1, 2015
Deadline for Questions	Date: April 8, 2015
Response to Questions Posted by:	Date: April 15, 2015
Deadline for Receipt of Proposals	Date: April 30, 2015 at 1:00 PM (Local Time)
Estimated Notification of Award	Date: June 30, 2015

Each proposal must be accompanied by a transmittal letter which briefly summarizes the proposing firm's interest in providing the required professional services. The transmittal letter must also clearly state and justify any exceptions to the requirements of the RFP which the applicant may have taken in presenting the proposal. (Applicant exceptions must also be recorded on Attachment 3). Furthermore, the transmittal letter must attest to the fact that no activity related to this proposal contract will take place outside of the United States. The State of Delaware reserves the right to deny any and all exceptions taken to the RFP requirements.

MANDATORY PREBID MEETING

A mandatory pre-bid meeting has not been established for this Request for Proposal.

II. Scope of Services

A. OVERVIEW

The Vendor(s) shall provide all equipment, materials and labor to supplement the State of Delaware's need for building access security services as described herein. The contract will require the Vendor(s) to cooperate with the ordering agency to insure the State receives the most current state-of-the-art material and/or services.

B. BACKGROUND

The State has adopted a Building Access Security Standard to establish consistency in both the quality and the security of the building access controls for State of Delaware facilities. The standard is to establish consistency in both the quality and the security of building access controls for State of Delaware facilities except school districts and

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correctional/security facilities. It meets the needs of the Division of Capitol Police regarding building access, occupant identification and emergency access. The Statewide Building Security Committee; consisting of representatives from Capitol Police, Division of Facilities, and Department of Information and Technology, has been established to oversee and provide approval prior to the purchase of new security systems and upgrades on existing systems. Approval is to be granted through the DTI business case process.

C. STATEMENT OF NEEDS

The State of Delaware, through this solicitation, will create a short list of pre-qualified vendors for building access security services that Agencies can use to obtain quotes from. The list will allow agencies to move quicker through the process and avoid the need to go out to bid for each installation. The State is looking for "Value Added" proposals.

D. CONFIDENTIALITY AND DATA INTEGRITY

The State of Delaware, Department of Technology and Information is responsible for safeguarding the integrity of data in State computer files regardless of the source of those data or medium on which they are stored; e.g., electronic data, computer output microfilm (COM), tape or disk. Computer programs developed to process State agency data will not be modified without the knowledge and written authorization of the Department of Technology and Information. All data generated from the original source data, shall be the property of the State of Delaware. The control of the disclosure of those data shall be retained by the State of Delaware and the Department of Technology and Information.

The Contractor and the State of Delaware shall sign a mutually agreeable Non-Disclosure Agreement (NDA). The mutual NDA shall safeguard the confidentiality and integrity of each party's confidential information. If the Contractor utilizes service partners or service alliances in the performance of work, the Contractor may be required to secure an applicable signed confidentiality statement from such service providers prior to their beginning work, Attachment 11.

E. SECURITY

Computer, network, and information security is of paramount concern for the State of Delaware and the Department of Technology and Information. The State of Delaware wants to ensure that computer/network hardware and software does not compromise the security of its IT infrastructure. The SANS Institute and the FBI have released a document describing the Top 20 Internet Security Threats. The document is available at www.sans.org/top20.htm for review by the Purchaser. It is the responsibility of the Purchaser to run and install the appropriate updates when the product is first used by the customer, provided the purchasing agent orders the appropriate commercially available security software to be factory-loaded, the Contractor will make commercially reasonable efforts to provide branded systems that are, at the time of shipment, free of known viruses and applicable vulnerabilities listed in that document.

F. DETAILED REQUIREMENTS

The technical requirements of this RFP are stated in Appendix B.

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III. Required Information

The following information shall be provided in each proposal in the order listed below. Failure to respond to any request for information within this proposal may result in rejection of the proposal at the sole discretion of the State.

A. Minimum Requirements

1. Provide Delaware license(s) and/or certification(s) necessary to perform services as identified in the scope of work.

Prior to the execution of an award document, the successful Vendor shall either furnish the Agency with proof of State of Delaware Business Licensure or initiate the process of application where required.

2. Vendor shall provide responses to the Request for Proposal (RFP) scope of work and clearly identify capabilities as presented in the General Evaluation Requirements below.
3. Complete all appropriate attachments and forms as identified within the RFP.
4. Proof of insurance and amount of insurance shall be furnished to the Agency prior to the start of the contract period and shall be no less than as identified in the bid solicitation, Section D, Item 7, subsection e.
5. Provide response to Employing Delawareans Report (Attachment 9)
6. Provide Dealer Authorization paperwork for each manufacturer or system Vendor is an authorized dealer/installer.
7. See Appendix A for additional information regarding minimum requirements.

B. General Evaluation Requirements

1. Experience and Reputation
2. Expertise in building access security systems
3. Capacity to meet requirements (size, financial condition, etc.)
4. Location (geographical)
5. Demonstrated ability
6. Familiarity with public work and its requirements
7. Distribution of work to individuals and firms or economic considerations
8. Other criteria necessary for a quality cost-effective project

IV. Professional Services RFP Administrative Information

A. RFP Issuance

1. Public Notice

Public notice has been provided in accordance with 29 *Del. C.* [§6981](#).

2. Obtaining Copies of the RFP

This RFP is available in electronic form through the State of Delaware Procurement website at www.bids.delaware.gov . Paper copies of this RFP will not be available.

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3. Assistance to Vendors with a Disability

Vendors with a disability may receive accommodation regarding the means of communicating this RFP or participating in the procurement process. For more information, contact the Designated Contact no later than ten days prior to the deadline for receipt of proposals.

4. RFP Designated Contact

All requests, questions, or other communications about this RFP shall be made in writing to the State of Delaware. Address all communications to the person listed below; communications made to other State of Delaware personnel or attempting to ask questions by phone or in person will not be allowed or recognized as valid and may disqualify the vendor. Vendors should rely only on written statements issued by the RFP designated contact.

MARIA FRY
GOVERNMENT SUPPORT SERVICES
100 ENTERPRISE PLACE, SUITE 4
DOVER, DE 19904
Maria.fry@state.de.us

To ensure that written requests are received and answered in a timely manner, electronic mail (e-mail) correspondence is acceptable, but other forms of delivery, such as postal and courier services can also be used.

5. Consultants and Legal Counsel

The State of Delaware may retain consultants or legal counsel to assist in the review and evaluation of this RFP and the vendors' responses. Bidders shall not contact the State's consultant or legal counsel on any matter related to the RFP.

6. Contact with State Employees

Direct contact with State of Delaware employees other than the State of Delaware Designated Contact regarding this RFP is expressly prohibited without prior consent. Vendors directly contacting State of Delaware employees risk elimination of their proposal from further consideration. Exceptions exist only for organizations currently doing business in the State who require contact in the normal course of doing that business.

7. Organizations Ineligible to Bid

Any individual, business, organization, corporation, consortium, partnership, joint venture, or any other entity including subcontractors currently debarred or suspended is ineligible to bid. Any entity ineligible to conduct business in the State of Delaware for any reason is ineligible to respond to the RFP.

8. Exclusions

The Proposal Evaluation Team reserves the right to refuse to consider any proposal from a vendor who:

- a. Has been convicted for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of the contract or subcontract:
- b. Has been convicted under State or Federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property,

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- or other offense indicating a lack of business integrity or business honesty that currently and seriously affects responsibility as a State contractor:
- c. Has been convicted or has had a civil judgment entered for a violation under State or Federal antitrust statutes;
 - d. Has violated contract provisions such as;
 - 1) Knowing failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
 - 2) Failure to perform or unsatisfactory performance in accordance with terms of one or more contracts;
 - e. Has violated ethical standards set out in law or regulation; and
 - f. Any other cause listed in regulations of the State of Delaware determined to be serious and compelling as to affect responsibility as a State contractor, including suspension or debarment by another governmental entity for a cause listed in the regulations.

B. RFP Submissions

1. Acknowledgement of Understanding of Terms

By submitting a bid, each vendor shall be deemed to acknowledge that it has carefully read all sections of this RFP, including all forms, schedules and exhibits hereto, and has fully informed itself as to all existing conditions and limitations.

2. Proposals

To be considered, all proposals must be submitted in writing and respond to the items outlined in this RFP. The State reserves the right to reject any non-responsive or non-conforming proposals. Each proposal must be submitted with two paper copies and one electronic copy on CD or DVD media disk, or USB memory drive. Please provide a separate electronic pricing file from the rest of the RFP proposal responses.

All properly sealed and marked proposals are to be sent to the State of Delaware and received no later than **1:00 PM (Local Time) on April 30, 2015**. The Proposals may be delivered by Express Delivery (e.g., FedEx, UPS, etc.), US Mail, or by hand to:

**MARIA FRY
GOVERNMENT SUPPORT SERVICES
100 ENTERPRISE PLACE, SUITE 4
DOVER, DE 19904**

Vendors are directed to clearly print “BID ENCLOSED” and “CONTRACT NO. GSS15599-BLDG_SECURE” on the outside of the bid submission package.

Any proposal submitted by US Mail shall be sent by either certified or registered mail. Proposals must be received at the above address no later than **1:00 PM (Local Time) on April 30, 2015**. Any proposal received after this date shall not be considered and shall be returned unopened. The proposing vendor bears the risk of delays in delivery. The contents of any proposal shall not be disclosed as to be made available to competing entities during the negotiation process.

Upon receipt of vendor proposals, each vendor shall be presumed to be thoroughly familiar with all specifications and requirements of this RFP. The failure or omission

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to examine any form, instrument or document shall in no way relieve vendors from any obligation in respect to this RFP.

3. Proposal Modifications

Any changes, amendments or modifications to a proposal must be made in writing, submitted in the same manner as the original response and conspicuously labeled as a change, amendment or modification to a previously submitted proposal. Changes, amendments or modifications to proposals shall not be accepted or considered after the hour and date specified as the deadline for submission of proposals.

4. Proposal Costs and Expenses

The State of Delaware will not pay any costs incurred by any Vendor associated with any aspect of responding to this solicitation, including proposal preparation, printing or delivery, attendance at vendor's conference, system demonstrations or negotiation process.

5. Proposal Expiration Date

Prices quoted in the proposal shall remain fixed and binding on the bidder at least through June 30, 2017. The State of Delaware reserves the right to ask for an extension of time if needed.

6. Late Proposals

Proposals received after the specified date and time will not be accepted or considered. To guard against premature opening, sealed proposals shall be submitted, plainly marked with the proposal title, vendor name, and time and date of the proposal opening. Evaluation of the proposals is expected to begin shortly after the proposal due date. To document compliance with the deadline, the proposal will be date and time stamped upon receipt.

7. Proposal Opening

The State of Delaware will receive proposals until the date and time shown in this RFP. Proposals will be opened only in the presence of the State of Delaware personnel. Any unopened proposals will be returned to the submitting Vendor.

The Agency will conduct a public opening of proposals and complete a public log of the names of all vendor organizations that submitted proposals. The contents of any proposal shall not be disclosed in accordance with [Executive Order # 31](#) and Title 29, Delaware Code, [Chapter 100](#).

8. Non-Conforming Proposals

Non-conforming proposals will not be considered. Non-conforming proposals are defined as those that do not meet the requirements of this RFP. The determination of whether an RFP requirement is substantive or a mere formality shall reside solely within the State of Delaware.

9. Concise Proposals

The State of Delaware discourages overly lengthy and costly proposals. It is the desire that proposals be prepared in a straightforward and concise manner. Unnecessarily elaborate brochures or other promotional materials beyond those

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sufficient to present a complete and effective proposal are not desired. The State of Delaware's interest is in the quality and responsiveness of the proposal.

10. Realistic Proposals

It is the expectation of the State of Delaware that vendors can fully satisfy the obligations of the proposal in the manner and timeframe defined within the proposal. Proposals must be realistic and must represent the best estimate of time, materials and other costs including the impact of inflation and any economic or other factors that are reasonably predictable.

The State of Delaware shall bear no responsibility or increase obligation for a vendor's failure to accurately estimate the costs or resources required to meet the obligations defined in the proposal.

11. Confidentiality of Documents

All documents submitted as part of the vendor's proposal will be deemed confidential during the evaluation process. Vendor proposals will not be available for review by anyone other than the State of Delaware/Proposal Evaluation Team or its designated agents. There shall be no disclosure of any vendor's information to a competing vendor prior to award of the contract.

The State of Delaware is a public agency as defined by state law, and as such, it is subject to the Delaware Freedom of Information Act, [29 Del. C. Ch. 100](#). Under the law, all the State of Delaware's records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. Vendor(s) are advised that once a proposal is received by the State of Delaware and a decision on contract award is made, its contents will become public record and nothing contained in the proposal will be deemed to be confidential except proprietary information.

Vendor(s) shall not include any information in their proposal that is proprietary in nature or that they would not want to be released to the public. Proposals must contain sufficient information to be evaluated and a contract written without reference to any proprietary information. If a vendor feels that they cannot submit their proposal without including proprietary information, they must adhere to the following procedure or their proposal may be deemed unresponsive and will not be recommended for selection. Vendor(s) must submit such information in a separate, sealed envelope labeled "Proprietary Information" with the RFP number. The envelope must contain a letter from the Vendor's legal counsel describing the documents in the envelope, representing in good faith that the information in each document is not "public record" as defined by [29 Del. C. § 10002\(d\)](#), and briefly stating the reasons that each document meets the said definitions.

Upon receipt of a proposal accompanied by such a separate, sealed envelope, the State of Delaware will open the envelope to determine whether the procedure described above has been followed.

12. Multi-Vendor Solutions (Joint Ventures)

Multi-vendor solutions (joint ventures) will be allowed only if one of the venture partners is designated as the "**prime contractor**". The "**prime contractor**" must be the joint venture's contact point for the State of Delaware and be responsible for the

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joint venture's performance under the contract, including all project management, legal and financial responsibility for the implementation of all vendor systems. If a joint venture is proposed, a copy of the joint venture agreement clearly describing the responsibilities of the partners must be submitted with the proposal. Services specified in the proposal shall not be subcontracted without prior written approval by the State of Delaware, and approval of a request to subcontract shall not in any way relieve Vendor of responsibility for the professional and technical accuracy and adequacy of the work. Further, vendor shall be and remain liable for all damages to the State of Delaware caused by negligent performance or non-performance of work by its subcontractor or its sub-subcontractor.

Multi-vendor proposals must be a consolidated response with all cost included in the cost summary. Where necessary, RFP response pages are to be duplicated for each vendor.

a. Primary Vendor

The State of Delaware expects to negotiate and contract with only one "prime vendor". The State of Delaware will not accept any proposals that reflect an equal teaming arrangement or from vendors who are co-bidding on this RFP. The prime vendor will be responsible for the management of all subcontractors.

Any contract that may result from this RFP shall specify that the prime vendor is solely responsible for fulfillment of any contract with the State as a result of this procurement. The State will make contract payments only to the awarded vendor. Payments to any-subcontractors are the sole responsibility of the prime vendor (awarded vendor).

Nothing in this section shall prohibit the State of Delaware from the full exercise of its options under Section IV.B.16 regarding multiple source contracting.

b. Sub-contracting

The vendor selected shall be solely responsible for contractual performance and management of all subcontract relationships. This contract allows subcontracting assignments; however, vendors assume all responsibility for work quality, delivery, installation, maintenance, and any supporting services required by a subcontractor.

Use of subcontractors must be clearly explained in the proposal, and major subcontractors must be identified by name. **The prime vendor shall be wholly responsible for the entire contract performance whether or not subcontractors are used.** Any sub-contractors must be approved by State of Delaware.

c. Multiple Proposals

A primary vendor may not participate in more than one proposal in any form. Sub-contracting vendors may participate in multiple joint venture proposals.

13. Sub-Contracting

The vendor selected shall be solely responsible for contractual performance and management of all subcontract relationships. This contract allows subcontracting

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assignments; however, vendors assume all responsibility for work quality, delivery, installation, maintenance, and any supporting services required by a subcontractor.

Use of subcontractors must be clearly explained in the proposal, and subcontractors must be identified by name. Any sub-contractors must be approved by State of Delaware.

14. Discrepancies and Omissions

Vendor is fully responsible for the completeness and accuracy of their proposal, and for examining this RFP and all addenda. Failure to do so will be at the sole risk of vendor. Should vendor find discrepancies, omissions, unclear or ambiguous intent or meaning, or should any questions arise concerning this RFP, vendor shall notify the State of Delaware's Designated Contact, in writing, of such findings at least ten (10) days before the proposal opening. This will allow issuance of any necessary addenda. It will also help prevent the opening of a defective proposal and exposure of vendor's proposal upon which award could not be made. All unresolved issues should be addressed in the proposal.

Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the Designated Contact, in writing, at least ten (10) calendar days prior to the time set for opening of the proposals.

a. RFP Question and Answer Process

The State of Delaware will allow written requests for clarification of the RFP. All questions will be consolidated into a single set of responses and posted on the State's website at www.bids.delaware.gov by the date of **April 15, 2015**. Vendor names will be removed from questions in the responses released. Questions should be submitted in the following format. Deviations from this format will not be accepted.

Section number

Paragraph number

Page number

Text of passage being questioned

Questions not submitted electronically shall be accompanied by a CD and questions shall be formatted in Microsoft Word.

15. State's Right to Reject Proposals

The State of Delaware reserves the right to accept or reject any or all proposals or any part of any proposal, to waive defects, technicalities or any specifications (whether they be in the State of Delaware's specifications or vendor's response), to sit and act as sole judge of the merit and qualifications of each product offered, or to solicit new proposals on the same project or on a modified project which may include portions of the originally proposed project as the State of Delaware may deem necessary in the best interest of the State of Delaware.

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16. State's Right to Cancel Solicitation

The State of Delaware reserves the right to cancel this solicitation at any time during the procurement process, for any reason or for no reason. The State of Delaware makes no commitments expressed or implied, that this process will result in a business transaction with any vendor.

This RFP does not constitute an offer by the State of Delaware. Vendor's participation in this process may result in the State of Delaware selecting your organization to engage in further discussions and negotiations toward execution of a contract. The commencement of such negotiations does not, however, signify a commitment by the State of Delaware to execute a contract nor to continue negotiations. The State of Delaware may terminate negotiations at any time and for any reason, or for no reason.

17. State's Right to Award Multiple Source Contracting

Pursuant to 29 Del. C. [§ 6986](#), the State of Delaware may award a contract for a particular professional service to two or more vendors if the agency head makes a determination that such an award is in the best interest of the State of Delaware.

18. Notification of Withdrawal of Proposal

Vendor may modify or withdraw its proposal by written request, provided that both proposal and request is received by the State of Delaware prior to the proposal due date. Proposals may be re-submitted in accordance with the proposal due date in order to be considered further.

Proposals become the property of the State of Delaware at the proposal submission deadline. All proposals received are considered firm offers at that time.

19. Revisions to the RFP

If it becomes necessary to revise any part of the RFP, an addendum will be posted on the State of Delaware's website at www.bids.delaware.gov. The State of Delaware is not bound by any statement related to this RFP made by any State of Delaware employee, contractor or its agents.

20. Exceptions to the RFP

Any exceptions to the RFP, or the State of Delaware's terms and conditions, must be recorded on Attachment 3. Acceptance of exceptions is within the sole discretion of the evaluation committee.

21. Award of Contract

The final award of a contract is subject to approval by the State of Delaware. The State of Delaware has the sole right to select the successful vendor(s) for award, to reject any proposal as unsatisfactory or non-responsive, to award a contract to other than the lowest priced proposal, to award multiple contracts, or not to award a contract, as a result of this RFP.

Notice in writing to a vendor of the acceptance of its proposal by the State of Delaware and the subsequent full execution of a written contract will constitute a contract, and no vendor will acquire any legal or equitable rights or privileges until the occurrence of both such events.

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a. RFP Award Notifications

After reviews of the evaluation committee report and its recommendation, and once the contract terms and conditions have been finalized, the State of Delaware will award the contract.

The contract shall be awarded to the vendor whose proposal is most advantageous, taking into consideration the evaluation factors set forth in the RFP.

It should be explicitly noted that the State of Delaware is not obligated to award the contract to the vendor who submits the lowest bid or the vendor who receives the highest total point score, rather the contract will be awarded to the vendor whose proposal is the most advantageous to the State of Delaware. The award is subject to the appropriate State of Delaware approvals.

After a final selection is made, the winning vendor will be invited to negotiate a contract with the State of Delaware; remaining vendors will be notified in writing of their selection status.

22. Cooperatives

Vendors, who have been awarded similar contracts through a competitive bidding process with a cooperative, are welcome to submit the cooperative pricing for this solicitation.

C. RFP Evaluation Process

An evaluation team composed of representatives of the State of Delaware will evaluate proposals on a variety of quantitative criteria. Neither the lowest price nor highest scoring proposal will necessarily be selected.

The State of Delaware reserves full discretion to determine the competence and responsibility, professionally and/or financially, of vendors. Vendors are to provide in a timely manner any and all information that the State of Delaware may deem necessary to make a decision.

1. Proposal Evaluation Team

The Proposal Evaluation Team shall be comprised of representatives of the State of Delaware. The Team shall determine which vendors meet the minimum requirements pursuant to selection criteria of the RFP and procedures established in 29 *Del. C.* §§ [6981](#) and [6982](#). The Team may negotiate with one or more vendors during the same period and may, at its discretion, terminate negotiations with any or all vendors. The Team shall make a recommendation regarding the award to the Director, who shall have final authority, subject to the provisions of this RFP and 29 *Del. C.* § [6982](#), to award a contract to the successful vendor in the best interests of the State of Delaware.

2. Proposal Selection Criteria

The Proposal Evaluation Team shall assign up to the maximum number of points for each Evaluation Item to each of the proposing vendor's proposals. All assignments of points shall be at the sole discretion of the Proposal Evaluation Team.

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The proposals shall contain the essential information on which the award decision shall be made. The information required to be submitted in response to this RFP has been determined by the State of Delaware to be essential for use by the Team in the bid evaluation and award process. Therefore, all instructions contained in this RFP shall be met in order to qualify as a responsive and responsible contractor and participate in the Proposal Evaluation Team's consideration for award. Proposals which do not meet or comply with the instructions of this RFP may be considered non-conforming and deemed non-responsive and subject to disqualification at the sole discretion of the Team.

The Team reserves the right to:

- Select for contract or for negotiations a proposal other than that with lowest costs.
- Reject any and all proposals or portions of proposals received in response to this RFP or to make no award or issue a new RFP.
- Waive or modify any information, irregularity, or inconsistency in proposals received.
- Request modification to proposals from any or all vendors during the contract review and negotiation.
- Negotiate any aspect of the proposal with any vendor and negotiate with more than one vendor at the same time.
- Select more than one vendor pursuant to 29 *Del. C.* §[6986](#). Such selection will be based on the following criteria:
 - Ability to select an alternative supplier based on agency budget constraints.
 - Vendor ability to meet all contract requirements.

Criteria Weight

All proposals shall be evaluated using the same criteria and scoring process. The following criteria shall be used by the Evaluation Team to evaluate proposals:

	Criteria	Points
1	The qualifications and experience of the persons to be assigned to the project.	10
2	The ability to perform the work in the time allotted for the project, as demonstrated by their proposed commitment of management, personnel and other resources. Project Management experience.	10
3	The approach to performing the tasks set forth in the Scope of Work as expressed in the Management Summary and Work Plan. Thoroughness and completeness of the proposal relative to the requirements	20
4	The demonstrated experience in providing equipment/services of comparable specifications/scope and value.	15
5	The background, experience, resources, reputation, financial resources and years in business and references.	10

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	Criteria	Points
6	The provider's facilities, techniques, methods, machinery, and equipment available or proposed.	10
7	Quality & Functionality and the Service Capabilities of the Equipment. Variety of product line, warranty, and service options.	15
8.	Outline a detailed plan to provide continued service and support to the State and Eligible Users in the event the Respondent's company goes out of business, merges with another company, is acquired by another company.	10
9.	The extent to which the offeror agrees to Delaware's basic contract terms and required provisions without seeing exception.	10
	Total	110

Vendors are encouraged to review the evaluation criteria and to provide a response that addresses each of the scored items. Evaluators will not be able to make assumptions about a vendor's capabilities so the responding vendor should be detailed in their proposal responses.

3. Proposal Clarification

The Evaluation Team may contact any vendor in order to clarify uncertainties or eliminate confusion concerning the contents of a proposal. Proposals may not be modified as a result of any such clarification request.

4. References

The Evaluation Team may contact any customer of the vendor, whether or not included in the vendor's reference list, and use such information in the evaluation process. Additionally, the State of Delaware may choose to visit existing installations of comparable systems, which may or may not include vendor personnel. If the vendor is involved in such site visits, the State of Delaware will pay travel costs only for State of Delaware personnel for these visits.

5. Oral Presentations

After initial scoring and a determination that vendor(s) are qualified to perform the required services, selected vendors may be invited to make oral presentations to the Evaluation Team. All vendor(s) selected will be given an opportunity to present to the Evaluation Team.

The selected vendors will have their presentations scored or ranked based on their ability to successfully meet the needs of the contract requirements, successfully demonstrate their product and/or service, and respond to questions about the solution capabilities.

The vendor representative(s) attending the oral presentation shall be technically qualified to respond to questions related to the proposed system and its components. All of the vendor's costs associated with participation in oral discussions and system demonstrations conducted for the State of Delaware are the vendor's responsibility.

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D. Contract Terms and Conditions

1. Mandatory Contract Use

REF: Title 29, Chapter [6911\(d\)](#) Delaware Code. All Covered Agencies as defined in 29 Del. C. [§6902\(6\)](#) shall procure all material, equipment and nonprofessional services through the statewide contracts administered by Government Support Services, Office of Management and Budget. Delaware State University, Delaware Technical and Community College, school districts, and the Legislative Branch are specifically exempted from the mandatory use requirements of this subchapter. In addition, the Delaware Transit Corporation is exempt from the entire procurement chapter. Pursuant to 29 Del. C. [§6904\(l\)](#) and (n) respectively, the Department of Elections and the Board of Pension Trustees have certain exemptions from the procurement chapter which may or may not apply to this Request for Proposals.

This contract shall be accessible to any School District, Political Subdivision, Municipality, Volunteer Fire Company or higher education entity receiving state funds. Furthermore, this contract shall be accessible to all other entities as identified by Del. Code, Chapter 69, Title 29 § 6910.

2. Cooperative Use of Award

As a publicly competed contract awarded in compliance with 29 DE Code Chapter 69, this contract is available for use by other states and/or governmental entities through a participating addendum. Interested parties should contact the State Contract Procurement Officer identified in the contract for instruction. Final approval for permitting participation in this contract resides with the Director of Government Support Services and in no way places any obligation upon the awarded vendor(s).

3. General Information

- a. The term of the contract between the successful bidder and the State shall be for two (2) years with three (3) optional extensions for a period of one (1) year for each extension.
- b. The selected vendor will be required to enter into a written agreement with the State of Delaware. The State of Delaware reserves the right to incorporate standard State contractual provisions into any contract negotiated as a result of a proposal submitted in response to this RFP. Any proposed modifications to the terms and conditions of the standard contract are subject to review and approval by the State of Delaware. Vendors will be required to sign the contract for all services, and may be required to sign additional agreements.
- c. The selected vendor or vendors will be expected to enter negotiations with the State of Delaware, which will result in a formal contract between parties. Procurement will be in accordance with subsequent contracted agreement. This RFP and the selected vendor's response to this RFP will be incorporated as part of any formal contract.
- d. The State of Delaware's standard contract will most likely be supplemented with the vendor's software license, support/maintenance, source code escrow agreements, and any other applicable agreements. The terms and conditions of these agreements will be negotiated with the finalist during actual contract negotiations.
- e. The successful vendor shall promptly execute a contract incorporating the terms of this RFP within twenty (20) days after award of the contract. No vendor is to begin any service prior to receipt of a State of Delaware purchase order signed

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by two authorized representatives of the agency requesting service, properly processed through the State of Delaware Accounting Office and the Department of Finance. The purchase order shall serve as the authorization to proceed in accordance with the bid specifications and the special instructions, once it is received by the successful vendor.

- f. If the vendor to whom the award is made fails to enter into the agreement as herein provided, the award will be annulled, and an award may be made to another vendor. Such vendor shall fulfill every stipulation embraced herein as if they were the party to whom the first award was made.

4. Collusion or Fraud

Any evidence of agreement or collusion among vendor(s) and prospective vendor(s) acting to illegally restrain freedom from competition by agreement to offer a fixed price, or otherwise, will render the offers of such vendor(s) void.

By responding, the vendor shall be deemed to have represented and warranted that its proposal is not made in connection with any competing vendor submitting a separate response to this RFP, and is in all respects fair and without collusion or fraud; that the vendor did not participate in the RFP development process and had no knowledge of the specific contents of the RFP prior to its issuance; and that no employee or official of the State of Delaware participated directly or indirectly in the vendor's proposal preparation.

Advance knowledge of information which gives any particular vendor advantages over any other interested vendor(s), in advance of the opening of proposals, whether in response to advertising or an employee or representative thereof, will potentially void that particular proposal.

5. Lobbying and Gratuities

Lobbying or providing gratuities shall be strictly prohibited. Vendors found to be lobbying, providing gratuities to, or in any way attempting to influence a State of Delaware employee or agent of the State of Delaware concerning this RFP or the award of a contract resulting from this RFP shall have their proposal immediately rejected and shall be barred from further participation in this RFP.

The selected vendor will warrant that no person or selling agency has been employed or retained to solicit or secure a contract resulting from this RFP upon agreement or understanding for a commission, or a percentage, brokerage or contingent fee. For breach or violation of this warranty, the State of Delaware shall have the right to annul any contract resulting from this RFP without liability or at its discretion deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

All contact with State of Delaware employees, contractors or agents of the State of Delaware concerning this RFP shall be conducted in strict accordance with the manner, forum and conditions set forth in this RFP.

6. Solicitation of State Employees

Until contract award, vendors shall not, directly or indirectly, solicit any employee of the State of Delaware to leave the State of Delaware's employ in order to accept employment with the vendor, its affiliates, actual or prospective contractors, or any

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person acting in concert with vendor, without prior written approval of the State of Delaware's contracting officer. Solicitation of State of Delaware employees by a vendor may result in rejection of the vendor's proposal.

This paragraph does not prevent the employment by a vendor of a State of Delaware employee who has initiated contact with the vendor. However, State of Delaware employees may be legally prohibited from accepting employment with the contractor or subcontractor under certain circumstances. Vendors may not knowingly employ a person who cannot legally accept employment under state or federal law. If a vendor discovers that they have done so, they must terminate that employment immediately.

7. General Contract Terms

a. Independent Contractors

The parties to the contract shall be independent contractors to one another, and nothing herein shall be deemed to cause this agreement to create an agency, partnership, joint venture or employment relationship between parties. Each party shall be responsible for compliance with all applicable workers compensation, unemployment, disability insurance, social security withholding and all other similar matters. Neither party shall be liable for any debts, accounts, obligations or other liability whatsoever of the other party or any other obligation of the other party to pay on the behalf of its employees or to withhold from any compensation paid to such employees any social benefits, workers compensation insurance premiums or any income or other similar taxes.

It may be at the State of Delaware's discretion as to the location of work for the contractual support personnel during the project period. The State of Delaware may provide working space and sufficient supplies and material to augment the Contractor's services.

b. Temporary Personnel are Not State Employees Unless and Until They are Hired

Vendor agrees that any individual or group of temporary staff person(s) provided to the State of Delaware pursuant to this Solicitation shall remain the employee(s) of Vendor for all purposes including any required compliance with the Affordable Care Act by the Vendor. Vendor agrees that it shall not allege, argue, or take any position that individual temporary staff person(s) provided to the State pursuant to this Solicitation must be provided any benefits, including any healthcare benefits by the State of Delaware and Vendor agrees to assume the total and complete responsibility for the provision of any healthcare benefits required by the Affordable Care Act to aforesaid individual temporary staff person(s). In the event that the Internal Revenue Service, or any other third party governmental entity determines that the State of Delaware is a dual employer or the sole employer of any individual temporary staff person(s) provided to the State of Delaware pursuant to this Solicitation, Vendor agrees to hold harmless, indemnify, and defend the State to the maximum extent of any liability to the State arising out of such determinations.

Notwithstanding the content of the preceding paragraph, should the State of Delaware subsequently directly hire any individual temporary staff employee(s) provided pursuant to this Solicitation, the aforementioned obligations to hold harmless, indemnify, and defend the State of Delaware shall cease and

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terminate for the period following the date of hire. Nothing herein shall be deemed to terminate the Vendor's obligation to hold harmless, indemnify, and defend the State of Delaware for any liability that arises out of compliance with the ACA prior to the date of hire by the State of Delaware. Vendor will waive any separation fee provided an employee works for both the vendor and hiring agency, continuously, for a three (3) month period and is provided thirty (30) days written notice of intent to hire from the agency. Notice can be issued at second month if it is the State's intention to hire.

c. ACA Safe Harbor

The State and its utilizing agencies are not the employer of temporary or contracted staff. However, the State is concerned that it could be determined to be a Common-law Employer as defined by the Affordable Care Act ("ACA"). Therefore, the State seeks to utilize the "Common-law Employer Safe Harbor Exception" under the ACA to transfer health benefit insurance requirements to the staffing company. The Common-law Employer Safe Harbor Exception can be attained when the State and/or its agencies are charged and pay for an "Additional Fee" with respect to the employees electing to obtain health coverage from the Vendor.

The Common-law Employer Safe Harbor Exception under the ACA requires that an Additional Fee must be charged to those employees who obtain health coverage from the Vendor, but does not state the required amount of the fee. The State requires that all Vendors shall identify the Additional Fee to obtain health coverage from the Vendor and delineate the Additional Fee from all other charges and fees. The Vendor shall identify both the Additional Fee to be charged and the basis of how the fee is applied (i.e. per employee, per invoice, etc.). The State will consider the Additional Fee and prior to award reserves the right to negotiate any fees offered by the Vendor. Further, the Additional Fee shall be separately scored in the proposal to ensure that neither prices charged nor the Additional Fee charged will have a detrimental effect when selecting vendor(s) for award.

d. Licenses and Permits

In performance of the contract, the vendor will be required to comply with all applicable federal, state and local laws, ordinances, codes, and regulations. The cost of permits and other relevant costs required in the performance of the contract shall be borne by the successful vendor. The vendor shall be properly licensed and authorized to transact business in the State of Delaware as provided in 30 *Del. C.* § [2502](#).

Prior to receiving an award, the successful vendor shall either furnish the State of Delaware with proof of State of Delaware Business Licensure or initiate the process of application where required. An application may be requested in writing to: Division of Revenue, Carvel State Building, P.O. Box 8750, 820 N. French Street, Wilmington, DE 19899 or by telephone to one of the following numbers: (302) 577-8200—Public Service, (302) 577-8205—Licensing Department.

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Information regarding the award of the contract will be given to the Division of Revenue. Failure to comply with the State of Delaware licensing requirements may subject vendor to applicable fines and/or interest penalties.

e. Notice

Any notice to the State of Delaware required under the contract shall be sent by registered mail to:

**GOVERNMENT SUPPORT SERVICES
100 ENTERPRISE PLACE, SUITE 4
DOVER, DE 19904
MARIA FRY**

f. Indemnification

1. General Indemnification

By submitting a proposal, the proposing vendor agrees that in the event it is awarded a contract, it will indemnify and otherwise hold harmless the State of Delaware, its agents and employees from any and all liability, suits, actions, or claims, together with all costs, expenses for attorney's fees, arising out of the vendor's, its agents and employees' performance work or services in connection with the contract, regardless of whether such suits, actions, claims or liabilities are based upon acts or failures to act attributable, whole or part, to the State, its employees or agents.

2. Proprietary Rights Indemnification

Vendor shall warrant that all elements of its solution, including all equipment, software, documentation, services and deliverables, do not and will not infringe upon or violate any patent, copyright, trade secret or other proprietary rights of any third party. In the event of any claim, suit or action by any third party against the State of Delaware, the State of Delaware shall promptly notify the vendor in writing and vendor shall defend such claim, suit or action at vendor's expense, and vendor shall indemnify the State of Delaware against any loss, cost, damage, expense or liability arising out of such claim, suit or action (including, without limitation, litigation costs, lost employee time, and counsel fees) whether or not such claim, suit or action is successful.

If any equipment, software, services (including methods) products or other intellectual property used or furnished by the vendor (collectively "Products") is or in vendor's reasonable judgment is likely to be, held to constitute an infringing product, vendor shall at its expense and option either:

- a.** Procure the right for the State of Delaware to continue using the Product(s);
- b.** Replace the product with a non-infringing equivalent that satisfies all the requirements of the contract; or
- c.** Modify the Product(s) to make it or them non-infringing, provided that the modification does not materially alter the functionality or efficacy of the product or cause the Product(s) or any part of the work to fail to conform to the requirements of the Contract, or only alters the Product(s) to a degree that the State of Delaware agrees to and accepts in writing.

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g. Insurance

1. Vendor recognizes that it is operating as an independent contractor and that it is liable for any and all losses, penalties, damages, expenses, attorney's fees, judgments, and/or settlements incurred by reason of injury to or death of any and all persons, or injury to any and all property, of any nature, arising out of the vendor's negligent performance under this contract, and particularly without limiting the foregoing, caused by, resulting from, or arising out of any act of omission on the part of the vendor in their negligent performance under this contract.
2. The vendor shall maintain such insurance as will protect against claims under Worker's Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under this contract. The vendor is an independent contractor and is not an employee of the State of Delaware.
3. During the term of this contract, the vendor shall, at its own expense, also carry insurance minimum limits as follows:

a.	Commercial General Liability	\$1,000,000 per occurrence / \$3,000,000 aggregate
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And at least one of the following, as outlined below:

b.	Medical or Professional Liability	\$1,000,000 per occurrence / \$3,000,000 aggregate
c.	Misc. Errors and Omissions	\$1,000,000 per occurrence / \$3,000,000 aggregate
d.	Product Liability	\$1,000,000 per occurrence / \$3,000,000 aggregate

The successful vendor must carry (a) and at least one of (b), (c), or (d) above, depending on the type of Service or Product being delivered.

If the contractual service requires the transportation of departmental clients or staff, the vendor shall, in addition to the above coverage's, secure at its own expense the following coverage;

a.	Automotive Liability (Bodily Injury)	\$100,000/\$300,000
b.	Automotive Property Damage (to others)	\$ 25,000

4. The vendor shall provide a Certificate of Insurance (COI) as proof that the vendor has the required insurance. The COI shall be provided prior to agency contact prior to any work being completed by the awarded vendor(s).
5. The State of Delaware shall not be named as an additional insured.
6. Should any of the above described policies be cancelled before expiration date thereof, notice will be delivered in accordance with the policy provisions.

h. Performance Requirements

The selected Vendor will warrant that it possesses, or has arranged through subcontractors, all capital and other equipment, labor, materials, and licenses necessary to carry out and complete the work hereunder in compliance with any

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and all Federal and State laws, and County and local ordinances, regulations and codes.

i. Vendor Emergency Response Point of Contact

The awarded vendor(s) shall provide the name(s), telephone, or cell phone number(s) of those individuals who can be contacted twenty four (24) hours a day, seven (7) days a week where there is a critical need for commodities or services when the Governor of the State of Delaware declares a state of emergency under the Delaware Emergency Operations Plan or in the event of a local emergency or disaster where a state governmental entity requires the services of the vendor. Failure to provide this information could render the proposal as non-responsive.

In the event of a serious emergency, pandemic or disaster outside the control of the State, the State may negotiate, as may be authorized by law, emergency performance from the Contractor to address the immediate needs of the State, even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

j. Warranty

The Vendor will provide a warranty that the deliverables provided pursuant to the contract will function as designed for a period of no less than one (1) year from the date of system acceptance. The warranty shall require the Vendor correct, at its own expense, the setup, configuration, customizations or modifications so that it functions according to the State's requirements.

k. Costs and Payment Schedules

All contract costs must be as detailed specifically in the Vendor's cost proposal. No charges other than as specified in the proposal shall be allowed without written consent of the State of Delaware. The proposal costs shall include full compensation for all taxes that the selected vendor is required to pay.

The State of Delaware will require a payment schedule based on defined and measurable milestones. Payments for services will not be made in advance of work performed. The State of Delaware may require holdback of contract monies until acceptable performance is demonstrated (as much as 25%).

l. Penalties

The State of Delaware may include in the final contract penalty provisions for non-performance, such as liquidated damages.

m. Termination of Contract

The contract resulting from this RFP may be terminated as follows by Government Support Services.

- 1. Termination for Cause:** If, for any reasons, or through any cause, the Vendor fails to fulfill in timely and proper manner its obligations under this Contract, or if the Vendor violates any of the covenants, agreements, or stipulations of this Contract, the State shall thereupon have the right to terminate this contract by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least twenty (20) days before the effective date of such

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termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Vendor under this Contract shall, at the option of the State, become its property, and the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the State.

On receipt of the contract cancellation notice from the State, the Vendor shall have no less than five (5) days to provide a written response and may identify a method(s) to resolve the violation(s). A vendor response shall not effect or prevent the contract cancellation unless the State provides a written acceptance of the vendor response. If the State does accept the Vendor's method and/or action plan to correct the identified deficiencies, the State will define the time by which the Vendor must fulfill its corrective obligations. Final retraction of the State's termination for cause will only occur after the Vendor successfully rectifies the original violation(s). At its discretion the State may reject in writing the Vendor's proposed action plan and proceed with the original contract cancellation timeline.

2. **Termination for Convenience:** The State may terminate this Contract at any time by giving written notice of such termination and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of the State, become its property and the Vendor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials, and which is usable to the State.
3. **Termination for Non-Appropriations:** In the event the General Assembly fails to appropriate the specific funds necessary to enter into or continue the contractual agreement, in whole or part, the agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds. This is not a termination for convenience and will not be converted to such.

n. Non-discrimination

In performing the services subject to this RFP the vendor, as set forth in Title 19 Delaware Code Chapter 7 section [711](#), will agree that it will not discriminate against any employee or applicant with respect to compensation, terms, conditions or privileges of employment because of such individual's race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, or national origin. The successful vendor shall comply with all federal and state laws, regulations and policies pertaining to the prevention of discriminatory employment practice. Failure to perform under this provision constitutes a material breach of contract.

o. Covenant against Contingent Fees

The successful vendor will warrant that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement of understanding for a commission or percentage, brokerage or contingent fee

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excepting bona-fide employees, bona-fide established commercial or selling agencies maintained by the Vendor for the purpose of securing business. For breach or violation of this warranty the State of Delaware shall have the right to annul the contract without liability or at its discretion to deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

p. Vendor Activity

No activity is to be executed in an off shore facility, either by a subcontracted firm or a foreign office or division of the vendor. The vendor must attest to the fact that no activity will take place outside of the United States in its transmittal letter. Failure to adhere to this requirement is cause for elimination from future consideration.

q. Vendor Responsibility

The State will enter into a contract with the successful Vendor(s). The successful Vendor(s) shall be responsible for all products and services as required by this ITB whether or not the Vendor or its subcontractor provided final fulfillment of the order. Subcontractors, if any, shall be clearly identified in the Vendor's proposal by completing Attachment 6, and are subject the approval and acceptance of Government Support Services.

r. Personnel, Equipment and Services

1. The Vendor represents that it has, or will secure at its own expense, all personnel required to perform the services required under this contract.
2. All of the equipment and services required hereunder shall be provided by or performed by the Vendor or under its direct supervision, and all personnel, including subcontractors, engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.
3. None of the equipment and/or services covered by this contract shall be subcontracted without the prior written approval of the State. Only those subcontractors identified in Attachment 6 are considered approved upon award. Changes to those subcontractor(s) listed in Attachment 6 must be approved in writing by the State.

s. Fair Background Check Practices

Pursuant to 29 Del. C. [§6909B](#) and effective November 4, 2014 the State does not consider the criminal record, criminal history, credit history or credit score of an applicant for state employment during the initial application process unless otherwise required by state and/or federal law. Vendors doing business with the State are encouraged to adopt fair background check practices. Vendors can refer to 19 Del. C. [§711\(g\)](#) for applicable established provisions.

t. Vendor Background Check Requirements

Vendor(s) selected for an award that access state property or come in contact with vulnerable populations, including children and youth, shall be required to complete background checks on employees serving the State's on premises contracts. Unless otherwise directed, at a minimum, this shall include a check of the following registry:

- Delaware Sex Offender Central Registry at:

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<https://desexoffender.dsp.delaware.gov/SexOffenderPublic/>

Individuals that are listed in the registry shall be prevented from direct contact in the service of an awarded state contract, but may provide support or off-site premises service for contract vendors. Should an individual be identified and the Vendor(s) believes their employee's service does not represent a conflict with this requirement, may apply for a waiver to the primary agency listed in the solicitation. The Agency's decision to allow or deny access to any individual identified on a registry database is final and at the Agency's sole discretion.

By Agency request, the Vendor(s) shall provide a list of all employees serving an awarded contract, and certify adherence to the background check requirement. Individual(s) found in the central registry in violation of the terms stated, shall be immediately prevented from a return to state property in service of a contract award. A violation of this condition represents a violation of the contract terms and conditions, and may subject the Vendor to penalty, including contract cancellation for cause.

Individual contracts may require additional background checks and/or security clearance(s), depending on the nature of the services to be provided or locations accessed, but any other requirements shall be stated in the contract scope of work or be a matter of common law. The Vendor(s) shall be responsible for the background check requirements of any authorized Subcontractor providing service to the Agency's contract.

u. Work Product

All materials and products developed under the executed contract by the vendor are the sole and exclusive property of the State. The vendor will seek written permission to use any product created under the contract.

v. Contract Documents

The RFP, the purchase order, the executed contract and any supplemental documents between the State of Delaware and the successful vendor shall constitute the contract between the State of Delaware and the vendor. In the event there is any discrepancy between any of these contract documents, the following order of documents governs so that the former prevails over the latter: contract, State of Delaware's RFP, Vendor's response to the RFP and purchase order. No other documents shall be considered. These documents will constitute the entire agreement between the State of Delaware and the vendor.

w. Applicable Law

The laws of the State of Delaware shall apply, except where Federal Law has precedence. The successful vendor consents to jurisdiction and venue in the State of Delaware.

In submitting a proposal, Vendors certify that they comply with all federal, state and local laws applicable to its activities and obligations including:

1. the laws of the State of Delaware;
2. the applicable portion of the Federal Civil Rights Act of 1964;

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3. the Equal Employment Opportunity Act and the regulations issued there under by the federal government;
4. a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury; and
5. that programs, services, and activities provided to the general public under resulting contract conform with the Americans with Disabilities Act of 1990, and the regulations issued there under by the federal government.

If any vendor fails to comply with (1) through (5) of this paragraph, the State of Delaware reserves the right to disregard the proposal, terminate the contract, or consider the vendor in default.

The selected vendor shall keep itself fully informed of and shall observe and comply with all applicable existing Federal and State laws, and County and local ordinances, regulations and codes, and those laws, ordinances, regulations, and codes adopted during its performance of the work.

x. Severability

If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

y. Scope of Agreement

If the scope of any provision of the contract is determined to be too broad in any respect whatsoever to permit enforcement to its full extent, then such provision shall be enforced to the maximum extent permitted by law, and the parties hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of the contract shall not thereby fail, but the scope of such provisions shall be curtailed only to the extent necessary to conform to the law.

z. Affirmation

The Vendor must affirm that within the past five (5) years the firm or any officer, controlling stockholder, partner, principal, or other person substantially involved in the contracting activities of the business is not currently suspended or debarred and is not a successor, subsidiary, or affiliate of a suspended or debarred business.

aa. Audit Access to Records

The Vendor shall maintain books, records, documents, and other evidence pertaining to this Contract to the extent and in such detail as shall adequately reflect performance hereunder. The Vendor agrees to preserve and make available to the State, upon request, such records for a period of five (5) years from the date services were rendered by the Vendor. Records involving matters in litigation shall be retained for one (1) year following the termination of such litigation. The Vendor agrees to make such records available for inspection,

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audit, or reproduction to any official State representative in the performance of their duties under the Contract. Upon notice given to the Vendor, representatives of the State or other duly authorized State or Federal agency may inspect, monitor, and/or evaluate the cost and billing records or other material relative to this Contract. The cost of any Contract audit disallowances resulting from the examination of the Vendor's financial records will be borne by the Vendor. Reimbursement to the State for disallowances shall be drawn from the Vendor's own resources and not charged to Contract cost or cost pools indirectly charging Contract costs.

bb. Other General Conditions

1. **Current Version** – “Packaged” application and system software shall be the most current version generally available as of the date of the physical installation of the software.
2. **Current Manufacture** – Equipment specified and/or furnished under this specification shall be standard products of manufacturers regularly engaged in the production of such equipment and shall be the manufacturer’s latest design. All material and equipment offered shall be new and unused.
3. **Volumes and Quantities** – Activity volume estimates and other quantities have been reviewed for accuracy; however, they may be subject to change prior or subsequent to award of the contract.
4. **Prior Use** – The State of Delaware reserves the right to use equipment and material furnished under this proposal prior to final acceptance. Such use shall not constitute acceptance of the work or any part thereof by the State of Delaware.
5. **Status Reporting** – The selected vendor will be required to lead and/or participate in status meetings and submit status reports covering such items as progress of work being performed, milestones attained, resources expended, problems encountered and corrective action taken, until final system acceptance.
6. **Regulations** – All equipment, software and services must meet all applicable local, State and Federal regulations in effect on the date of the contract.
7. **Changes** – No alterations in any terms, conditions, delivery, price, quality, or specifications of items ordered will be effective without the written consent of the State of Delaware.
8. **Purchase Orders** – Agencies that are part of the First State Financial (FSF) system are required to identify the contract number GSS15706A-EMPL_VERIF on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state’s financial reporting system.
9. **Additional Terms and Conditions** – The State of Delaware reserves the right to add terms and conditions during the contract negotiations.

E. RFP Miscellaneous Information

1. No Press Releases or Public Disclosure

The State of Delaware reserves the right to pre-approve any news or broadcast advertising releases concerning this solicitation, the resulting contract, the work performed, or any reference to the State of Delaware with regard to any project or contract performance. Any such news or advertising releases pertaining to this

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solicitation or resulting contract shall require the prior express written permission of the State of Delaware.

The State will not prohibit or otherwise prevent the awarded vendor(s) from direct marketing to the State of Delaware agencies, departments, municipalities, and/or any other political subdivisions, however, the Vendor shall not use the State's seal or imply preference for the solution or goods provided.

2. Definitions of Requirements

To prevent any confusion about identifying requirements in this RFP, the following definition is offered: The words *shall*, *will* and/or *must* are used to designate a mandatory requirement. Vendors must respond to all mandatory requirements presented in the RFP. Failure to respond to a mandatory requirement may cause the disqualification of your proposal.

3. Production Environment Requirements

The State of Delaware requires that all hardware, system software products, and application software products included in proposals be currently in use in a production environment by a least three other customers, have been in use for at least six months, and have been generally available from the manufacturers for a period of six months. Unreleased or beta test hardware, system software, or application software will not be acceptable.

F. Attachments

The following attachments and appendixes shall be considered part of the solicitation:

- Attachment 1 – No Proposal Reply Form
- Attachment 2 – Non-Collusion Statement
- Attachment 3 – Exceptions
- Attachment 4 – Confidentiality and Proprietary Information
- Attachment 5 – Business References
- Attachment 6 – Subcontractor Information Form
- Attachment 7 – Monthly Usage Report
- Attachment 8 – Subcontracting (2nd Tier Spend) Report
- Attachment 9 – Employing Delawareans Report
- Attachment 10 – Office of Supplier Diversity Application
- Attachment 11 – Contractor Confidentiality (Non-Disclosure) and Integrity of Data Agreement
- Attachment 12 – Building Access Security Standard
- Attachment 13 – Video Surveillance Policy
- Attachment 14 – Video Surveillance Standard
- Appendix A – Minimum Mandatory Submission Requirements
- Appendix B – Scope of Work / Technical Requirements
- Appendix C – Pricing Spreadsheet

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IMPORTANT – PLEASE NOTE

- **Attachments 2, 3, 4, 5, 9 and 11 must be included in your proposal.**
- Attachment 6 must be included in your proposal if subcontractors will be involved.
- Attachments 7 and 8 represent required reporting on the part of awarded vendors. Those bidders receiving an award will be provided with active spreadsheets for reporting.

REQUIRED REPORTING

One of the primary goals in administering this contract is to keep accurate records regarding its actual value/usage. This information is essential in order to update the contents of the contract and to establish proper bonding levels if they are required. The integrity of future contracts revolves around our ability to convey accurate and realistic information to all interested parties.

A complete and accurate Usage Report (Attachment 7) shall be furnished in an **Excel format and submitted electronically**, no later than the 15th (or next business day after the 15th day) of each month, detailing the purchasing of all items on this contract. The reports shall be submitted and sent as an attachment to vendorusage@state.de.us. Submitted reports shall contain accurate descriptions of the products, goods or services procured, purchasing agency information, including the six-digit department and organization code, quantities procured and prices paid. Any exception to this mandatory requirement or failure to submit complete reports, or in the format required, may result corrective action, up to and including the possible cancellation of the award. Failure to provide the report with the minimum required information may also negate any contract extension clauses. Additionally, Vendors who are determined to be in default of this mandatory report requirement may have such conduct considered against them, in assessment of responsibility, in the evaluation of future proposals.

In accordance with Executive Order 44, the State of Delaware is committed to supporting its diverse business industry and population. The successful Vendor will be required to accurately report on the participation by Diversity Suppliers which includes: minority (MBE), woman (WBE), veteran owned business (VOBE), or service disabled veteran owned business (SDVOBE) under this awarded contract. The reported data elements shall include but not be limited to; name of state contract/project, the name of the Diversity Supplier, Diversity Supplier contact information (phone, email), type of product or service provided by the Diversity Supplier and any minority, women, veteran, or service disabled veteran certifications for the subcontractor (State OSD certification, Minority Supplier Development Council, Women's Business Enterprise Council, VetBiz.gov). The format used for Subcontracting 2nd Tier report is shown as in Attachment 8.

Accurate 2nd tier reports shall be submitted to the contracting Agency's Office of Supplier Diversity at vendorusage@state.de.us on the 15th (or next business day) of the month following each quarterly period. For consistency quarters shall be considered to end the last day of March, June, September and December of each calendar year. Contract spend during the covered periods shall result in a report even if the contract has expired by the report due date.

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Attachment 1

NO PROPOSAL REPLY FORM

Contract No. GSS15599-BLDG_SECURE Contract Title: BUILDING ACCESS
SECURITY SERVICES

To assist us in obtaining good competition on our Request for Proposals, we ask that each firm that has received a proposal, but does not wish to bid, state their reason(s) below and return in a clearly marked envelope displaying the contract number. This information will not preclude receipt of future invitations unless you request removal from the Vendor's List by so indicating below, or do not return this form or bona fide proposal.

Unfortunately, we must offer a "No Proposal" at this time because:

- _____ 1. We do not wish to participate in the proposal process.
- _____ 2. We do not wish to bid under the terms and conditions of the Request for Proposal document. Our objections are:

- _____ 3. We do not feel we can be competitive.
- _____ 4. We cannot submit a Proposal because of the marketing or franchising policies of the manufacturing company.
- _____ 5. We do not wish to sell to the State. Our objections are:

- _____ 6. We do not sell the items/services on which Proposals are requested.
- _____ 7. Other: _____

FIRM NAME

SIGNATURE

_____ We wish to remain on the Vendor's List **for these goods or services.**

_____ We wish to be deleted from the Vendor's List **for these goods or services.**

STATE OF DELAWARE
Government Support Services

Attachment 2

CONTRACT NO.: GSS15599-BLDG_SECURE
CONTRACT TITLE: Building Access Security Services
DEADLINE TO RESPOND: April 30, 2015 at 1:00 PM (Local Time)

NON-COLLUSION STATEMENT

This is to certify that the undersigned Vendor has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this proposal, **and further certifies that it is not a sub-contractor to another Vendor who also submitted a proposal as a primary Vendor in response to this solicitation** submitted this date to the State of Delaware, Government Support Services.

It is agreed by the undersigned Vendor that the signed delivery of this bid represents the Vendor's acceptance of the terms and conditions of this solicitation including all specifications and special provisions.

NOTE: Signature of the authorized representative **MUST** be of an individual who legally may enter his/her organization into a formal contract with the State of Delaware, Government Support Services.

COMPANY NAME _____ Check one)

<input type="checkbox"/>	Corporation
<input type="checkbox"/>	Partnership
<input type="checkbox"/>	Individual

NAME OF AUTHORIZED REPRESENTATIVE
(Please type or print) _____

SIGNATURE _____ TITLE _____

COMPANY ADDRESS _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

FEDERAL E.I. NUMBER _____ STATE OF DELAWARE
LICENSE NUMBER _____

COMPANY CLASSIFICATIONS: CERT. NO.: _____	Certification type(s)	Circle all that apply	
	Minority Business Enterprise (MBE)	Yes	No
	Woman Business Enterprise (WBE)	Yes	No
	Disadvantaged Business Enterprise (DBE)	Yes	No
	Veteran Owned Business Enterprise (VOBE)	Yes	No
	Service Disabled Veteran Owned Business Enterprise (SDVOBE)	Yes	No

[The above table is for informational and statistical use only.]

PURCHASE ORDERS SHOULD BE SENT TO:
(COMPANY NAME) _____

ADDRESS _____

CONTACT _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

AFFIRMATION: Within the past five years, has your firm, any affiliate, any predecessor company or entity, owner, Director, officer, partner or proprietor been the subject of a Federal, State, Local government suspension or debarment?

YES _____ NO _____ if yes, please explain _____

THIS PAGE SHALL HAVE ORIGINAL SIGNATURE, BE NOTARIZED AND BE RETURNED WITH YOUR PROPOSAL

SWORN TO AND SUBSCRIBED BEFORE ME this _____ day of _____, 20 _____

Notary Public _____ My commission expires _____

City of _____ County of _____ State of _____

Attachment 3

EXCEPTION FORM

☐ By checking this box, the Vendor acknowledges that they take no exceptions to the specifications, terms or conditions found in this RFP.

[illegible]

Note: use additional pages as necessary.

STATE OF DELAWARE
Government Support Services

Attachment 4

Contract No. GSS15599-BLDG_SECURE
Contract Title: Building Access Security Services

CONFIDENTIAL INFORMATION FORM

☐ By checking this box, the Vendor acknowledges that they are not providing any information they declare to be confidential or proprietary for the purpose of production under 29 Del. C. ch. 100, Delaware Freedom of Information Act.

Confidentiality and Proprietary Information

Note: use additional pages as necessary.

STATE OF DELAWARE
Government Support Services

Attachment 5

Contract No. GSS15599-BLDG_SECURE
Contract Title: Building Access Security Services

BUSINESS REFERENCES

List a minimum of three business references, including the following information:

- Business Name and Mailing address
- Contact Name and phone number
- Number of years doing business with
- Type of work performed

Please do not list any State Employee as a business reference. If you have held a State contract within the last 5 years, please provide a separate list of the contract(s).

1.	Contact Name & Title:	
	Business Name:	
	Address:	
	Email:	
	Phone # / Fax #:	
	Current Vendor (YES or NO):	
	Years Associated & Type of Work Performed:	
2.	Contact Name & Title:	
	Business Name:	
	Address:	
	Email:	
	Phone # / Fax #:	
	Current Vendor (YES or NO):	
	Years Associated & Type of Work Performed:	
3.	Contact Name & Title:	
	Business Name:	
	Address:	
	Email:	
	Phone # / Fax #:	
	Current Vendor (YES or NO):	
	Years Associated & Type of Work Performed:	

STATE OF DELAWARE PERSONNEL MAY NOT BE USED AS REFERENCES.

STATE OF DELAWARE
Government Support Services

Attachment 6

SUBCONTRACTOR INFORMATION FORM

PART I – STATEMENT BY PROPOSING VENDOR		
1. CONTRACT NO. GSS15599-BLDG_SECURE	2. Proposing Vendor Name:	3. Mailing Address
4. SUBCONTRACTOR		
a. NAME	4c. Company OSD Classification: Certification Number: _____	
b. Mailing Address:	<div style="display: flex; justify-content: space-between;"> <div>4d. Women Business Enterprise</div> <div><input type="checkbox"/> Yes</div> <div><input type="checkbox"/> No</div> </div> <div style="display: flex; justify-content: space-between;"> <div>4e. Minority Business Enterprise</div> <div><input type="checkbox"/> Yes</div> <div><input type="checkbox"/> No</div> </div> <div style="display: flex; justify-content: space-between;"> <div>4f. Disadvantaged Business Enterprise</div> <div><input type="checkbox"/> Yes</div> <div><input type="checkbox"/> No</div> </div> <div style="display: flex; justify-content: space-between;"> <div>4g. Veteran Owned Business Enterprise</div> <div><input type="checkbox"/> Yes</div> <div><input type="checkbox"/> No</div> </div> <div style="display: flex; justify-content: space-between;"> <div>4h. Service Disabled Veteran Owned Business Enterprise</div> <div><input type="checkbox"/> Yes</div> <div><input type="checkbox"/> No</div> </div>	
5. DESCRIPTION OF WORK BY SUBCONTRACTOR		
6a. NAME OF PERSON SIGNING	7. BY (<i>Signature</i>)	8. DATE SIGNED
6b. TITLE OF PERSON SIGNING		
PART II – ACKNOWLEDGEMENT BY SUBCONTRACTOR		
9a. NAME OF PERSON SIGNING	10. BY (<i>Signature</i>)	11. DATE SIGNED
9b. TITLE OF PERSON SIGNING		

* Use a separate form for each subcontractor

Attachment 7

SAMPLE REPORT - FOR ILLUSTRATION PURPOSES ONLY

Ver. 2 8/19/14

See Below for Transaction Detail

Check here if there were no ☐
transactions for the reporting period

Report Start Date: _____
Report End Date: _____
Today's Date: _____

[illegible]

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STATE OF DELAWARE
Government Support Services

Attachment 8

SAMPLE REPORT - FOR ILLUSTRATION PURPOSES ONLY

State of Delaware																
Subcontracting (2nd tier) Quarterly Report																
Prime Name:							Report Start Date:									
Contract Name/Number							Report End Date:									
Contact Name:							Today's Date:									
Contact Phone:							*Minimum Required		Requested detail							
Vendor Name*	Vendor TaxID*	Contract Name/ Number*	Vendor Contact Name*	Vendor Contact Phone*	Report Start Date*	Report End Date*	Amount Paid to Subcontractor*	Work Performed by Subcontractor UNSPSC	M/WBE Certifying Agency	Veteran /Service Disabled Veteran Certifying Agency	2nd tier Supplier Name	2nd tier Supplier Address	2nd tier Supplier Phone Number	2nd tier Supplier email	Description of Work Performed	2nd tier Supplier Tax Id

Note: A copy of the Subcontracting Quarterly Report will be sent by electronic mail to the Awarded Vendor.

Completed reports shall be saved in an Excel format, and submitted to the following email address: vendorousage@state.de.us

STATE OF DELAWARE
Government Support Services

Attachment 9

Contract No. GSS15599-BLDG_SECURE
Contract Title: Building Access Security Services

EMPLOYING DELAWAREANS REPORT

As required by House Bill # 410 (Bond Bill) of the 146th General Assembly and under Section 30, No bid for any public works or professional services contract shall be responsive unless the prospective bidder discloses its reasonable, good-faith determination of:

1. Number of employees reasonable anticipated to be employed on the project: _____
2. Number and percentage of such employees who are bona fide legal residents of Delaware: _____
Percentage of such employees who are bona fide legal residents of Delaware: _____

3. Total number of employees of the bidder: _____
4. Total percentage of employees who are bona fide resident of Delaware: _____

If subcontractors are to be used:

1. Number of employees who are residents of Delaware: _____
2. Percentage of employees who are residents of Delaware: _____

“Bona fide legal resident of this State” shall mean any resident who has established residence of at least 90 days in the State.

State of Delaware
Office of Supplier Diversity
Certification Application

The most recent application can be downloaded from the following site:
<http://gss.omb.delaware.gov/osd/certify.shtml>

Submission of a completed Office of Supplier Diversity (OSD) application is optional and does not influence the outcome of any award decision.

The minimum criteria for certification require the entity must be at least 51% owned and actively managed by a person or persons who are eligible: minorities, women, veterans, and/or service disabled veterans. Any one or all of these categories may apply to a 51% owner.



Complete application and mail, email or fax to:

Office of Supplier Diversity (OSD)
100 Enterprise Place, Suite 4
Dover, DE 19904-8202
Telephone: (302) 857-4554 Fax: (302) 677-7086
Email: osd@state.de.us
Web site: <http://gss.omb.delaware.gov/osd/index.shtml>

**THE OSD ADDRESS IS FOR OSD APPLICATIONS ONLY.
NO BID RESPONSE PACKAGES WILL BE ACCEPTED BY THE OSD.**



State of Delaware
DEPARTMENT OF TECHNOLOGY AND INFORMATION
William Penn Building
801 Silver Lake Boulevard
Dover, Delaware 19904

Contractor Confidentiality (Non-Disclosure) and Integrity of Data Agreement

The Department of Technology and Information is responsible for safeguarding the confidentiality and integrity of data in State computer files regardless of the source of those data or medium on which they are stored; e.g., electronic data, computer output microfilm (COM), tape, or disk. Computer programs developed to process State Agency data will not be modified without the knowledge and written authorization of the Department of Technology and Information. All data generated from the original source data, shall be the property of the State of Delaware. The control of the disclosure of those data shall be retained by the State of Delaware and the Department of Technology and Information.

I/we, as an employee(s) of _____ or officer of my firm, when performing work for the Department of Technology and Information, understand that I/we act as an extension of DTI and therefore I/we are responsible for safeguarding the States' data and computer files as indicated above. I/we will not use, disclose, or modify State data or State computer files without the written knowledge and written authorization of DTI. Furthermore, I/we understand that I/we are to take all necessary precautions to prevent unauthorized use, disclosure, or modification of State computer files, and I/we should alert my immediate supervisor of any situation which might result in, or create the appearance of, unauthorized use, disclosure or modification of State data. Penalty for unauthorized use, unauthorized modification of data files, or disclosure of any confidential information may mean the loss of my position and benefits, and prosecution under applicable State or Federal law.

This statement applies to the undersigned Contractor and to any others working under the Contractor's direction.

I, the Undersigned, hereby affirm that I have read DTI's Policy on Confidentiality (Non-Disclosure) and Integrity of Data and understood the terms of the above Confidentiality (Non-Disclosure) and Integrity of Data Agreement, and that I/we agree to abide by the terms above.

Contractor or Employee Signature _____

Date: _____

Contractor Name: _____



DELAWARE STATE-WIDE INFORMATION TECHNOLOGY AND ARCHITECTURE STANDARDS

Standard ID:	SE-ACCESS-001
Title:	Building Access Security Standard
Domain:	Security
Discipline:	Physical access
Date Updated:	2/27/2015
Revision no.:	4
Original date:	11/17/2009

I. Authority, Applicability and Purpose

- A. **Authority:** Title 29, Chapter 90C provides broad statutory authority to the Department of Technology and Information to implement statewide and interagency technology solutions, policy, standards and guidelines for the State of Delaware's technology infrastructure. "Technology" means computing and telecommunications systems, their supporting infrastructure and interconnectivity used to acquire, transport, process, analyze, store and disseminate information or data electronically. The term "technology" includes systems and equipment associated with e-government and Internet initiatives.
- B. **Applicability:** Applies to all State of Delaware communications and computing resources. DTI is an Executive Branch Agency and has no authority over the customers in Legislative and Judicial Branches, as well as School Districts, and other Federal and Local Government entities that use these resources. However, all users, including these entities, must agree to abide by all policies, standards promulgated by DTI as a condition of funding, and continued use of these resources.
- C. **Purpose** – The purpose of this standard is to establish consistency in both the quality and the security of building access controls for State of Delaware facilities except school districts and correctional/security facilities. It will meet the needs of the Division of Capitol Police regarding building access, occupant identification and emergency access.

II. Scope

- A. **Audience:** – This document is intended for IT personnel in State facilities, except school districts, that are responsible implementing security mechanisms for buildings.
- B. **Applicability** – This standard will cover all State facilities except school districts and correctional/security facilities.
- C. **Areas Covered** – This standard will address the type of cards to be used for secure access to State facilities except school districts and correctional/security facilities. Also, it will address the type of building security management system to be deployed in State facilities except school districts and correctional/security facilities.

These standards are adopted by the Department of Technology and Information (DTI), through the Technology and Architecture Standards Committee (TASC), and are applicable to all Information Technology use throughout the State of Delaware. Any questions or comments should be directed to dti_tasc@state.de.us.

- D. **Environments** – With the exception of school districts and correctional/security facilities, building access controls will be deployed in all State facilities that require restricted or managed access.

III. Process

- A. **Adoption** – These standards have been adopted by the Department of Technology and Information (DTI) through the Technology and Architecture Standards Committee (TASC) and are applicable to all Information Technology use throughout the State of Delaware.
- B. **Revision** – Technology is constantly evolving; therefore the standards will need to be regularly reviewed. It is the intent of the TASC to review each standard annually. The TASC is open to suggestions and comments from knowledgeable individuals within the state, although we ask that they be channeled through your Information Resource Manager (IRM).
- C. **Contractors** – Contractors or other third parties are required to comply with these standards when proposing technology solutions to DTI or other state entities. Failure to do so could result in rejection by the Delaware Technology Investment Council. For further guidance, or to seek review of a component that is not rated below, contact the TASC at dti_tasc@state.de.us.
- D. **Implementation responsibility:** DTI and/or the organization's technical staff will implement this standard during the course of normal business activities, including business case review, architectural review, project execution and the design, development, or support of systems.
- E. **Enforcement:** DTI will enforce this standard during the course of normal business activities, including business case and architectural review of proposed projects and during the design, development, or support of systems. This standard may also be enforced by others during the course of their normal business activities, including audits and design reviews.
- F. **Contact us** – Any questions or comments should be directed to dti_tasc@state.de.us.

IV. Definitions/Declarations

A. Definitions

1. **Contactless card:** A smart card that uses radio frequencies to exchange information. Unlike a contact card, it needs no physical contact to be read by readers or terminals. Containing an embedded integrated circuit known as a "contactless chip," the card needs only to be waved near a reader to record transactions or to identify the user. Contactless-card systems are either passive, with the readers generating the frequency, or active, in which the card activates the reader.¹

¹ Gartner, Inc -- http://www.gartner.com/6_help/glossary/GlossaryMain.jsp

B. Declarations

1. Must support a 13.56Mhz contactless card
2. Must support a unique card numbering scheme
3. Must support cards that enable logical network authentication

V. Definition of Ratings


COMPONENT RATING	USAGE NOTES
STANDARD – DTI offers internal support and/or has arranged for external vendor support as well (where applicable). DTI believes the component is robust and can be expected to enjoy a useful life of 3+ years from the Effective Date.	These components can be used without explicit DTI approval for both <u>new projects</u> and <u>enhancement</u> of existing systems.
DECLINING – Deprecated - DTI considers the component to be a likely candidate to have support discontinued in the near future. A deprecated element is one becoming invalid or obsolete.	Via the State's waiver process, these components must be explicitly approved by DTI for <u>all projects</u> . They must not be used for <u>minor enhancement</u> and <u>system maintenance</u> without explicit DTI approval via the State's waiver process.
DISALLOWED – DTI declares the component to be unacceptable for use and will actively intervene to disallow its use when discovered.	No waiver requests for new solutions with this component rating will be considered.

- A. Missing Components** – No conclusions should be inferred if a specific component is not listed. Instead, contact the TASC to obtain further information.

VI. Component Assessments

Component	Rating	Comments
<u>Building Access Security Card</u>		
HID Proximity 125kHz	Declining	Acceptable only for organizations with existing readers that accept ONLY HID Proximity 125kHz cards. 125kHz technology is being phased out. Must be a part of the Corporate 1000 program.
iCLASS® 13.56MHz	Standard	iCLASS technology only or multi-technology form factor with HID 125kHz proximity. Multi-technology cards should be used for organizations that still have 125kHz card readers. This enables future migrations to the more secure iCLASS readers without needing to re-purchase cards/credentials. Must be a part of the Corporate 1000 program.
Any card NOT purchased through the State of Delaware Corporate 1000 program	Disallowed	Cards purchased through the State of Delaware Corporate 1000 program ensure no duplication of credentials.
<u>Combination Physical and Logical Access Cards</u>		
Crescendo	Standard	To be used when a single card for logical and physical access is required. Must be a part of the Corporate 1000 program.
<u>Card Readers</u>		
iCLASS SE or MultiCLASS SE	Standard	Must be compatible with the existing cards. SE readers can be field upgraded to support future SEOS technology while still backwards compatible.
Proximity 125KHz	Declining	Phasing out 125KHz cards
<u>Building Security Management System</u>		
Pro-Watch®	Standard	Authorized Pro-Watch® vendors in Delaware

These standards are adopted by the Department of Technology and Information (DTI), through the Technology and Architecture Standards Committee (TASC), and are applicable to all Information Technology use throughout the State of Delaware. Any questions or comments should be directed to dti_tasc@state.de.us.

		STATE OF DELAWARE DEPARTMENT OF TECHNOLOGY AND INFORMATION 801 Silver Lake Blvd. Dover, Delaware 19904	
Doc Ref Number:	SE-VideoSurv-001	Revision Number: 0	
Document Type:	Enterprise Policy	Page: 1 of 7	
Policy Title:	Video Surveillance Policy		
Synopsis:	The goal of this policy is to establish the permissible uses for the State's Video Surveillance Information. The primary purposes of surveillance monitoring or recording of State facilities are to deter crime and to assist the Police and the State in protecting the safety and property of the State community.		
Authority:	Title 29, Delaware Code, §9004C - General powers, duties and functions of DTI "2) Implement statewide and interagency technology solutions, policies, standards and guidelines as recommended by the Technology Investment Council on an ongoing basis and the CIO, including, but not limited to, statewide technology and information architectures, statewide information technology plans, development life cycle methodologies, transport facilities, communications protocols, data and information sharing considerations, the technique of obtaining grants involving the State's informational resources and the overall coordination of information technology efforts undertaken by and between the various State agencies;"		
Applicability:	This Policy is applicable to all users of the State of Delaware communications and computing resources. DTI is an Executive Branch Agency and has no authority over the customers in Legislative and Judicial Branches, as well as School Districts, and other Federal and Local Government entities that use these resources. However, all users, including these entities, must agree to abide by all policies, standards promulgated by DTI as a condition of access and continued use of these resources.		
Effective Date:	8/15/2014	Expiration Date:	None
POC for Changes:	Elayne Starkey - Chief Security Officer		
Approval By:	Secretary Jim Sills, Chief Information Officer		
Approved On:	8/15/2014		



"Enabling Excellence In Delaware State Government"



STATE OF DELAWARE
DEPARTMENT OF TECHNOLOGY AND INFORMATION
801 Silver Lake Blvd.
Dover, Delaware 19904

Doc Ref Number:	SE-VideoSurv-001	Revision Number: 0
Document Type:	Enterprise Policy	Page: 2 of 7
Policy Title:	Video Surveillance Policy	

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I. Policy

EXECUTIVE SUMMARY

This policy sets forth the permissible uses for video surveillance. The State must protect its citizens, employees and property while ensuring that privacy is maintained and security requirements are not neglected.

This policy does not limit or redefine FOIA (Freedom of Information Act) laws or regulations. In case of any conflict, the law shall prevail.

PURPOSE

The increased availability of surveillance devices and cameras has raised questions concerning their appropriate use, particularly inside the workplace. The following policy statement outlines where and when these devices may be employed.

The primary purposes of surveillance monitoring or recording of State facilities are to deter crime and to assist the Police and the State in protecting the safety and property of the State community. This policy regulates all uses of surveillance cameras and surveillance monitoring and recording in order to achieve these purposes while also protecting the legal and privacy interests of the State, its citizens and employees.

Excluding law enforcement, only DTI authorized surveillance equipment is allowed to be used for surveillance. The use of personally-owned surveillance equipment is thereby prohibited from being used for surveillance of any nature. If theft of personal property or inappropriate behavior is suspected, please notify your management or law enforcement.

This policy will be reviewed and revised periodically. However, the State is obligated to comply with new laws or regulations coming into effect between revisions.



"Enabling Excellence In Delaware State Government"

Doc Ref Number:	SE-VideoSurv-001	Revision Number: 0
Document Type:	Enterprise Policy	Page: 3 of 7
Policy Title:	Video Surveillance Policy	

This policy is expected to be referenced by other State policies and standards that will further define the implications of this Policy.

SCOPE

The State of Delaware considers digital video to be data and is therefore subject to the State's IT Policies and Standards. The State categorizes digital surveillance videos as Classified data and all restrictions thereto apply.

This policy applies to all State employees, contractors, guests and affiliates including vendors and agents. In addition this policy covers all State property, including all buildings, offices, common spaces, grounds, and all other spaces.

This policy does not apply to videoconferencing-equipped rooms as installed by DTI or its designees.

This policy does not apply to correctional or law enforcement facilities.

This policy does not apply to the use of any surveillance, monitoring, or recording equipment covert or otherwise, by law enforcement agencies during criminal investigations.

Personal information contained on the footage shall not be used or disclosed for purposes other than those for which it was collected, except with the consent of the individual or as required by law.

POLICY

I. GENERAL

1. DTI will oversee the implementation of this policy in consultation with the affected organizations, Facilities Management, and law enforcement. (The justification for installation of a video surveillance system is based upon the specific operational needs of the agency operations in question.)
2. The decision to install such a system should be made by the Agency based upon a risk assessment of the operations being conducted at that facility location. Agencies are reminded that the responsibility for funding and maintenance of a video surveillance system exists at the Agency and Department level and is not a responsibility of Capitol Police, OMB or DTI.
3. The use of surveillance equipment is limited exclusively to practices that will not violate the standard of a reasonable expectation of privacy as defined by law. Any camera not meeting this standard must immediately be moved so that it does not violate the law.
4. Surveillance equipment is to be placed such that it cannot view areas generally considered to be private.
5. Cameras shall NOT be used to observe employee work areas without prior



"Enabling Excellence In Delaware State Government"

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Policy Title:	Video Surveillance Policy	

notification of employees, with the exception of police investigations of criminal activity.

6. Cameras that are used to record employees at work will be so positioned that keystrokes, screen contents or documents cannot be viewed. Any camera so positioned, must immediately be moved so that it does not violate this rule.
7. All recording or monitoring of video images will be conducted in a professional, and ethical manner.
8. The locations of all authorized surveillance equipment used for the recording and monitoring of public areas will be updated and maintained by DTI.
9. Approval from DTI is required prior to:
 - a. the acquisition of any surveillance equipment
 - b. the installation or operation of any surveillance equipment
 - c. access to monitor live video data
 - d. access to recorded video data
 - e. access to surveillance equipment's management interface
10. Surveillance equipment specifications will adhere to the standards as published by DTI and will promote a centralized approach.
11. Surveillance data or recordings will be treated the same as all other electronic data and will be subject to the IT Policies and Standards of the State of Delaware <http://dti.delaware.gov/information/standards-policies.shtml> . Specifically this data will be archived in a secure location and will be accessible only to personnel authorized by DTI and law enforcement. All recorded images will be destroyed after the defined retention period, except those that are being used as part of an ongoing investigation of criminal activity.
12. In public areas, signage giving notice of monitoring by non-public-safety surveillance cameras will be posted as deemed appropriate in compliance with appropriate legal statutes.
13. DTI may authorize access to any non-public surveillance equipment as appropriate. An example of this, but not limited to, would be the authorization of access to physical plant staff from cameras viewing a construction site. The use of software privacy "blocking" may be required.
14. There will be no direct access or streaming of surveillance video from the server or cameras to the Internet.
15. IP Video System (IPVS) Data Storage - Data storage, unless otherwise requested, should provide enough capacity to meet a minimum retention of 14 days when using these variables MJPEG 1280x1024, 15fps, 24-hr operation and 50% estimated motion.



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16. All transmitters and IP cameras, including high-definition (e.g. license plate) cameras will be placed in the Surveillance Private subnet and use dedicated camera servers for storage, access and management. If the high-definition cameras need special software running on a PC to interpret images then the PC will be in the Surveillance Public subnet.
17. The IP Video System (IPVS) must be designed to meet the current and near-future needs of the State. In order to accomplish this goal the IPVS should strive to incorporate the most current and advanced technologies and capabilities. At a minimum the IP Video System must be designed to meet these minimum requirements:
 - a. Must be an open architecture system.
 - b. Must support an IP network infrastructure.
 - c. Must be flexible and scalable to allow for system future growth.
 - d. Should be interoperable with analog legacy systems currently in place.
 - e. Should avoid proprietary or sole source procurement systems.
 - f. Should support advanced analytics such as congestion detection, motion detection and object tracking.
 - g. Should be capable of supporting H.264 or High Definition.
18. Storage – All tapes or other storage devices that are not in use must be stored securely in an access-controlled area.
19. Viewing Images – When recorded images from the cameras must be viewed for law enforcement, investigative reasons, or other purposes, this must only be undertaken by authorized personnel, in a private, controlled area that is not accessible to other staff and/or visitors.

IMPLEMENTATION RESPONSIBILITY

DTI and/or the organization's technical staff will implement this policy during the course of normal business activities, including business case review, architectural review, project execution and the design, development, or support of systems.

ENFORCEMENT and WAIVER

DTI will enforce this policy during the course of normal business activities, including business case and architectural review of proposed projects and during the design, development, or support of systems. This policy may also be enforced by others during the course of their normal business activities, including audits and design reviews.

If there is ambiguity or confusion regarding any part of this policy, contact the party



"Enabling Excellence In Delaware State Government"

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named in the header of this policy.

II. Definitions

1. Surveillance Equipment — any item, system, camera, technology device, communications device, or process, used alone or in conjunction with a network, for the purpose of gathering, monitoring, recording or storing an image or images of State property and/or people on State property. Images captured by surveillance cameras may be real-time or preserved for review at a later date. Such devices may include, but are not limited to the following: IP Video Surveillance Systems, closed circuit television, web cameras, and cell phone cameras.
2. Public Surveillance Equipment — any surveillance equipment whose images are intended for viewing by the general public. These currently consist of, but are not limited to, traffic cameras.
3. Surveillance Monitoring or Recording — the process of using equipment to observe, review, or store images.
4. State Property — all State owned, leased or controlled property, both internal and external.
5. Monitoring - means real-time viewing or viewing footage deposited on a storage device.
6. Recording - means capturing images on a computer disk or drive, Internet storage site, CD-ROM, or videotape 24 hours a day, seven days a week, yearlong.





STATE OF DELAWARE
DEPARTMENT OF TECHNOLOGY AND INFORMATION
801 Silver Lake Blvd.
Dover, Delaware 19904

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III. Development and Revision History

Initial version established **8/15/2014**

IV. Approval Signature Block

Name & Title: Cabinet Secretary - State Chief Information Officer	Date

V. Appendix

<http://dti.delaware.gov/pdfs/pp/VideoSurveillanceStandard.pdf>



"Enabling Excellence In Delaware State Government"



DELAWARE STATE-WIDE INFORMATION TECHNOLOGY AND ARCHITECTURE STANDARDS

ID:	SE-VIDSURV-001
Title:	Video Surveillance Standard
Domain:	Security
Discipline:	Data Security
Effective Date:	10/10/2014
Revision no.:	1
Original date:	8/15/2014

I. Authority, Applicability and Purpose

- A. **Authority:** Title 29, Chapter 90C provides broad statutory authority to the Department of Technology and Information to implement statewide and interagency technology solutions, policy, standards and guidelines for the State of Delaware's technology infrastructure. "Technology" means computing and telecommunications systems, their supporting infrastructure and interconnectivity used to acquire, transport, process, analyze, store, and disseminate information or data electronically. The term "technology" includes systems and equipment associated with e-government and internet initiatives.
- B. **Applicability:** Applies to all State of Delaware communications and computing resources. DTI is an Executive Branch Agency and has no authority over the customers in Legislative and Judicial Branches, as well as School Districts, and other Federal and Local Government entities that use these resources. However, all users, including these entities, must agree to abide by all policies, standards promulgated by DTI as a condition of funding and continued use of these resources.
- C. **Purpose:** The management of physical security within the State is critical to the State's business, which often involves the use of video surveillance. This standard defines the video formats and standards that are to be used by the State of Delaware when deploying and using video surveillance.

II. Scope

- A. **Audience:** This document is intended for organization facility managers, security managers, video contractors, video specialists and other authorized State of Delaware video surveillance personnel.
- B. **Applicability:** This standard will cover video surveillance products installed or in use by the State of Delaware. It does not apply to video surveillance equipment for public, traffic, Detention / Correctional, or law enforcement use.

These standards are adopted by the Department of Technology and Information (DTI), through the Technology and Architecture Standards Committee (TASC), and are applicable to all Information Technology use throughout the State of Delaware. Any questions or comments should be directed to dti_tasc@state.de.us.

III. Process

- A. **Adoption:** These standards have been adopted by the Department of Technology and Information (DTI) through the Technology and Architecture Standards Committee (TASC) and are applicable to all Information Technology use throughout the State of Delaware.
- B. **Revision:** Technology is constantly evolving; therefore, the standards will need to be regularly reviewed. It is the intent of TASC to review each standard annually. TASC is open to suggestions and comments from knowledgeable individuals within the State, although we ask that they be channeled through your Information Resource Manager (IRM).
- C. **Contractors:** Contractors or other third parties are required to comply with these standards when proposing technology solutions to DTI or other State entities. Failure to do so could result in rejection by the Delaware Technology Investment Council. For further guidance, or to seek review of a component that is not rated below, contact the TASC at dti_tasc@state.de.us.
- D. **Implementation responsibility:** DTI and/or the organization's technical staff will implement these standards during the course of normal business activities, including business case review, architectural review, project execution and the design, development, or support of systems.
- E. **Enforcement:** DTI will enforce this standard during the course of normal business activities, including business case and architectural review of proposed projects and during the design, development, or support of systems. This standard may also be enforced by others during the course of their normal business activities, including audits and design reviews.
- F. **Contact us:** Any questions or comments should be directed to dti_tasc@state.de.us.

IV. Definitions/Declarations

A. Definitions

1. **Camera Specifications** - To understand what camera is needed in specific situations we need to define Surveillance Objectives: Detection, Recognition and Identification. Detection – ability to see something change or move. Recognition – ability to determine what changed or moved. Identification – ability to identify the object or person. Each objective requires a minimum number of pixels to perform each function. For example to detect a license plate movement requires a minimum of 6 pixels width. To recognize it is a license plate requires a minimum of 34 pixels width. To identify (or read) a license plate requires a minimum of 80 pixels width (or 12 inches). Other factors include different camera lens, camera zoom, lighting (indoor, outdoor) and environmental conditions like rain, snow, fog, camera angle, camera placement, etc. So as a base line we will assume a camera at a specific resolution will have a standard lens, no zoom and will be able to at a minimum perform facial identification in standard lighting conditions. This will require a minimum of 40 pixels width (or 6 inches) at the focus length required.

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Cameras:

Name	Resolution	Megapixel	General	Facial	High Detail
CIF	320x240	0.1	16'	8'	3'
VGA	640x480	0.3	32'	16'	6'
WVGA	752x480	0.4	38'	19'	9'
720P	1280x720	0.9	64'	32'	16'
SXGA	1280x1024	1.3	64'	32'	16'
UXGA	1600x1200	1.9	80'	40'	20'
1080P	1920x1080	2.0	96'	48'	24'
QXGA	2048x1536	3.1	102'	51'	26'
QSXGA	2560x2048	5.2	128'	64'	32'

2. Guidance

Small Analog DVR	1 – 16	Video surveillance is not required or critical	<p>Pros</p> <ol style="list-style-type: none"> Price. Overall system is inexpensive. Cameras are very cheap (as low as \$29). The most expensive part will be the installation of the cabling needed to transmit the video and power the camera. Easy setup. <p>Cons</p> <ol style="list-style-type: none"> Cost of wiring is expensive due to needing coax and power cabling. 720p (1280x720) cameras are available but only the most expensive recorder can utilize this resolution. Most cameras for standard DVR's range at about 500 lines of resolution. Only the most expensive systems offer any type of RAID array for disk redundancy. Most of these systems only have one hard drive so if that drive fails all of video archive is lost. Pulling large hour blocks from these recorders can be very time consuming. An eight hour block can take up to 3 days to process and download. Generally video quality is poor due to the capabilities of the DVR storage.
Small SDI ¹ DVR	1 - 16	Video surveillance is not required or	<p>Pros</p> <ol style="list-style-type: none"> Price. Overall system is inexpensive. A 2.1M Pixel Camera runs as low as \$210. The most expensive part will be the installation of the cabling needed to transmit the video and power the camera. If this is an upgrade

¹ Serial Digital Interface

		critical	<p>from an existing analog system the cabling can be reused.</p> <p>2. Easy setup.</p> <p>Cons</p> <p>1. Cost of wiring is expensive due to needing coax and power cabling.</p> <p>2. DVR's max inputs can only handle 16 cameras and they are not designed to be daisy chained.</p>
Small IP-Based No Central Recording Server	1 - 16	Video surveillance is not required or critical	<p><u>Axis Camera Companion</u></p> <p>Pros</p> <p>1. Software is free.</p> <p>2. Excellent HDTV image quality.</p> <p>3. Easy to install.</p> <p>4. No central PC or DVR needed.</p> <p>5. Can handle up to 16 cameras.</p> <p>6. No external recorder required.</p> <p>7. No single point of failure due to distributed recording on each camera.</p> <p>8. When moving to a central recorder server existing cameras can be easily re-used.</p> <p>Cons</p> <p>1. Works with Axis cameras only.</p> <p>2. Recordings are not redundant.</p> <p>3. Concurrent viewing is very limited.</p> <p>4. Recorded searches are slow and there are limited options.</p> <p>5. If camera is damaged or stolen the video archive is also lost.</p> <p><u>Exacq Vision Edge</u></p> <p>Pros</p> <p>1. Client software is free (but there is a fee per camera).</p> <p>2. Excellent HDTV image quality.</p> <p>3. No central PC or DVR needed.</p> <p>4. No external recorder required but recordings are able to record to internal SD card within the camera or external NAS storage units. If NAS storage is disrupted the camera will record to its' local storage so that video is not lost.</p> <p>5. No limit to the amount of cameras that can be installed.</p> <p>6. No single point of failure due to distributed recording on each camera.</p> <p>7. When moving to a central recorder server existing cameras can be easily re-used.</p>

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			<p>8. Enterprise video search options.</p> <p>9. Guaranteed recording in wireless IP camera deployments, such as parking lots, where network connectivity is less reliable.</p> <p>10. The full functionality and performance of exacqVision Pro and exacqVision Enterprise is available in exacqVision Edge. Third-party integrations with POS, access control, LPR, video analytics; Video Wall; Mapping; Digital PTZ, and more are all included with exacqVision Edge</p> <p>Cons</p> <ol style="list-style-type: none"> 1. Works with Axis and IQeye cameras only. (https://exacq.com/products/exacqvision_edge.html) 2. Each camera must be licensed at about \$150 each. 3. There is no redundancy because the camera cannot record to both its' internal memory and an external NAS drive at the same time. 4. Concurrent viewing is very limited. 5. Recorded searches are slow. 6. If camera is damaged or stolen the video archive is also lost.
Small IP-Based Central Recording Server	1 - 16	Video surveillance is required or critical	<p>We recommend systems that can use many different brands of IP cameras due to technology advancements among different vendors for specialized applications.</p> <p>There are many companies that can provide small central IP based recorders. The main things to look for here are search features, storage capacity, multi-streaming, camera model requirements, concurrent users, concurrent cameras and general features.</p>
Medium to Large IP-Based Central Recording Server(s)	1 – 100+	Video surveillance is required or critical	<p>Pros</p> <ol style="list-style-type: none"> 1. Very redundant storage arrays. 2. Multi-console viewing. 3. 5M pixel camera (2592x1944 resolution). 4. Expandable to 100s of cameras. 5. Can support many brands of IP cameras. 6. Recorded searches are very fast. I processed a full 24 hours on four cameras (two being 5M pixel using continuous recording) in less than 20 seconds. <p>Cons</p> <ol style="list-style-type: none"> 1. Costs for storage array, infrastructure costs are high vs. other storage media.

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			2. RAID 6 for large storage arrays. 3. Systems require fast reliable networks.
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3. **ONVIF** – Open Network Video Interface Forum - ONVIF is an open industry forum for the development of a global standard for the interface of IP-based physical security products.
<http://www.onvif.org/>
4. **Resolution** – Recommended minimum resolution for all surveillance cameras - D1 resolution (704x480)..
5. **SDI** – Serial Digital Interface

B. Declarations

1. Surveillance Video is classified as Confidential data, as such, it must be treated according to the applicable State of Delaware Policies and Standards
<http://dti.delaware.gov/information/standards-policies.shtml>
2. All IP surveillance cameras covered by this standard must belong to a protected VRF.
3. All captured video will be retained for no less than 30 days.
4. The recommended video retention period is 60 days, individual agency requirements may require a retention period of longer than 60 days.
5. In order to reduce the impact of account management when utilizing 16 or more cameras, Active Directory account management is advised

V. Definitions of Ratings

Individual components within a Standard will be rated in one of the following categories.

COMPONENT RATING	USAGE NOTES
STANDARD – DTI offers internal support and/or has arranged for external vendor support as well (where applicable). DTI believes the component is robust and can be expected to enjoy a useful life of 3+ years from the Effective Date.	These components can be used without explicit DTI approval for both <u>new projects</u> and <u>enhancement</u> of existing systems.
DECLINING – Deprecated - DTI considers the component to be a likely candidate to have support discontinued in the near future. A deprecated element is one becoming invalid or obsolete.	Via the State's waiver process, these components must be explicitly approved by DTI for <u>all projects</u> . They must not be used for <u>minor enhancement</u> and <u>system maintenance</u> without explicit DTI approval via the State's waiver process.
DISALLOWED – DTI declares the component to be unacceptable for use and will actively intervene to disallow its use when discovered.	No waiver requests for new solutions with this component rating will be considered.

- A. Missing Components** – No conclusions should be inferred if a specific component is not listed. Instead, contact TASC to obtain further information.

VI. Component Assessments

Standard Name	Ratings	Standard Reference
ONVIF	Standard	http://www.onvif.org/

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APPENDIX A
MINIMUM MANDATORY SUBMISSION REQUIREMENTS

Each vendor solicitation response should contain at a minimum the following information:

1. Transmittal Letter as specified on page 1 of the Request for Proposal including an Applicant's experience, if any, providing similar services.
2. The remaining vendor proposal package shall identify how the vendor proposes meeting the contract requirements and shall include pricing. Vendors are encouraged to review the Evaluation criteria identified to see how the proposals will be scored and verify that the response has sufficient documentation to support each criteria listed.
3. Pricing as identified in the solicitation.
4. One (1) complete, signed and notarized copy of the non-collusion agreement (See Attachment 2). Bid marked "ORIGINAL", **MUST HAVE ORIGINAL SIGNATURES AND NOTARY MARK**. All other copies may have reproduced or copied signatures – Form must be included.
5. One (1) completed RFP Exception form (See Attachment 3) – please check box if no information – Form must be included.
6. One (1) completed Confidentiality Form (See Attachment 4) – please check if no information is deemed confidential – Form must be included.
7. One (1) completed Business Reference form (See Attachment 5) – please provide references other than State of Delaware contacts – Form must be included.
8. One (1) complete and signed copy of the Subcontractor Information Form (See Attachment 6) for each subcontractor – only provide if applicable.
9. One (1) complete Employing Delawareans Report (See Attachment 9)
10. One (1) complete OSD application (See link on Attachment 10) – only provide if applicable
11. One (1) complete Contractor Confidentiality (Non-Disclosure) and Integrity of Data Agreement (Attachment 11) signed and dated.

The items listed above provide the basis for evaluating each vendor's proposal. **Failure to provide all appropriate information may deem the submitting vendor as "non-responsive" and exclude the vendor from further consideration.** If an item listed above is not applicable to your company or proposal, please make note in your submission package.

Vendors shall provide proposal packages in the following formats:

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1. Two (2) paper copies of the vendor proposal paperwork. **One (1) paper copy must be an original copy, marked “ORIGINAL” on the cover, and contain original signatures.**
2. One (1) electronic copy of the vendor proposal saved to CD or DVD media disk, or USB memory stick. Copy of electronic price file (Appendix C) shall be a separate file from all other files on the electronic copy. (If Agency has requested multiple electronic copies, each electronic copy must be on a separate computer disk or media).

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**APPENDIX B
SCOPE OF WORK AND TECHNICAL REQUIREMENTS**

**CONTRACT NO. GSS15599-BLDG_SECURE
Building Access Security Services**

1. REQUIREMENTS

A. SUMMARY

1. This specification section describes the furnishing, installation, commissioning, and programming of a complete, turnkey, hardwired door access system as well as video surveillance equipment and services.
2. The successful Bidder(s) must submit Dealer Authorization paperwork for each manufacturer or system they are an authorized dealer/installer.
3. System will comply with Delaware's Building Access Security Standards, Video Surveillance Policy and Video Surveillance Standards. The Building Access Security Standard excludes school districts and correctional/security facilities.
4. The Vendor will provide a complete hard wired door access control system and/or video surveillance system as specified.
5. For each installation/upgrade, consideration should be given to leveraged existing systems in our state organizations rather than purchasing independently.

B. QUALITY ASSURANCE

1. Manufacturer: The access control system and/or video surveillance system shall be a single-source manufacturer such that the single vendor distributes, supports, warranties and services all components.
2. Installer: The installing dealer must be a factory-authorized service and support company specializing in the selected manufacturer's product, with demonstrated prior experience with the selected manufacturers system installation and programming.
3. Registered manufacturer technician and Ordering Agency personnel shall certify all installations.
4. All installations shall comply with the National Electric Code and Delaware Statewide Building Access Security Standard:
<http://dti.delaware.gov/pdfs/pp/BuildingAccessSecurityStandard.pdf>
5. All components shall be UL listed.

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6. System shall be designed to allow for future integration to building automation system.
7. All video surveillance equipment installations shall comply with the DTI Video Surveillance Standard:
<http://dti.delaware.gov/pdfs/pp/VideoSurveillanceStandard.pdf>

C. AS-BUILT DRAWINGS

In addition to the requirements for record documents as specified elsewhere in these Standards, as-built drawings shall document the entire installed wiring system. This documentation shall include a detailed wiring diagram (in AutoCAD.dwg format) and be submitted on both optical media (CD or DVD) and hard copy formats. Division of Facilities Maintenance will retain the as-built drawings for their files.

D. WARRANTY

1. Provide a minimum two-year warranty on all parts and labor, or longer if manufacturer of any component provides.
2. Warranty requirements shall include furnishing and installing all software upgrades issued by the manufacturer during the warranty period.
3. Successful vendor is required to acknowledge customer requests within 1 business day. Expected response time for emergency situations is no more than 4 hours.

E. SUBMITTALS

Shop Drawings for equipment provided under this Section. In addition to complying with requirements of shop drawings as stated elsewhere in these Standards, shop drawings shall include the following:

1. AutoCAD drawings for review and approval.
2. Door contact shop drawings and installation details prior to installation for approval by Ordering Agency.
3. Mechanical and electrical notes and construction details for each device.
4. Interconnection diagrams showing a detail of each device and interconnect wiring between devices. Block diagrams involving cross-referencing to catalog specification sheets will not be acceptable.
5. Catalog literature with performance specifications, which indicate compliance to the specifications herein.
6. Complete instruction manuals, service manuals, parts lists, and current list of local manufacturer approved service centers.

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7. System provider/installer shall provide all additional information or demonstrations required by the Ordering Agency to demonstrate conformance with the specifications herein. Demonstrations shall be at a time and location and in a manner chosen by the Ordering Agency.

F. BUILDING SECURITY EQUIPMENT

1. Underwriters Laboratories (UL) shall list all components against fire, smoke control, and shock hazard.
2. Card access doors shall all fail secure, unless otherwise noted on the specification or required by fire code.
3. Card reader on outside applications shall be weatherproof. Card readers to be installed no greater than 42 inches above the floor.
4. High temperature applications require cooling fans or proper ventilation.
5. The card reader system shall contain self-diagnostics that continuously monitor the integrity of the system.
6. All card readers shall be offset by a minimum of 12" if mounted on opposite sides of wall.
7. Must support a 13.56MHz contactless card. If specific locations continue to require 125kHz cards, dual technology cards supporting both 125kHz and 13.56 MHz is required.
8. Must support a customized 35-bit format that is proprietary to each individual end-user.
9. Must support a unique card numbering scheme. Absolutely no card duplication.
10. Must support the State's phased approach which requires all new and upgraded card access security systems to migrate to a 13.56 MHz contactless card.
11. Access Control System must be a certified provider of Honeywell/ProWatch Building Security Management System.
12. Existing building access security systems must remain operational as currently configured until they are retired, replaced, or upgraded.
13. Must support cards that enable future logical network authentication.
14. Equipment must be installed according to the specifications outlined in the unit's installation guide.

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G. DOOR CONTACTS

1. Door contacts shall be in the normally closed state when the door is closed.
2. Recessed door contacts shall be provided, installed and connected by the selected Contractor on the access-controlled doorways. These door contacts will allow the access control system to provide annunciation of forced entry or door propped conditions. In addition to the access-controlled doorways, there will be other doors requiring door contacts. (Note: To ensure detection of a forced entry, the addition of an electronic egress is necessary in addition to the door contacts)
3. New wiring shall be provided for all locking hardware and any exposed wiring performed below 10 feet shall be protected using raceway stubs. These devices shall have end of line resistors (EOL's) wired to them in series. It is also the Contractor's responsibility to verify that the proper number of conductors for the wiring is pulled back to the security panels.

H. EQUIPMENT LOCATION

1. All system components shall be accessible for service, adjustment, calibration, and repair. Do not install devices blocked by building structure, piping, or ductwork.
2. In existing buildings, all equipment shall be located away from sources of heat and humidity. Equipment shall be located away from primary room entry and exit paths. There shall be limited access to the controllers. This area for controllers shall also be free of extreme ambient temperatures.
3. Equipment installed adjacent to or within the same space as electrical equipment (panels, switchgear, switchboards, transformers, etc.), shall be mounted no closer than 6 feet in any direction of this equipment.
4. Final equipment location must be approved by the Statewide Building Security Committee and outlined in Submittal requirements.

I. COMMUNICATION

1. All systems shall be capable of communicating with the work stations. System shall be designed to allow for future integration to building automation system.
2. System shall be designed to allow for future integration to building automation system.

J. SECURITY PANEL

Vendor shall provide system in NEMA 1 panel, 30"x42".

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K. NETWORK CONNECTION

All installations must adhere to State policies and standards (<http://dti.delaware.gov/information/standards-policies.shtml>). System Design and Network Configuration approval is granted through the DTI Business Case process and Architecture Review Board.

L. TESTING

1. Contractor shall be responsible for supplying test equipment and qualified personnel to conduct acceptance tests.
2. Contractor shall submit schedule for acceptance testing 21 days prior to beginning of testing and/or acceptance. Submittal shall include a sample of testing documentation. Representatives of Ordering Agency may witness test procedures. Contractor shall notify Ordering Agency a minimum of 2 days in advance to allow for such participation.
3. Contractor shall conduct tests during course of construction when identifiable portion of installation is complete. Alternatively, testing can be conducted after entire installation is complete if this does not delay the project schedule.
4. Contractor shall describe test procedures prior to testing. Submit 3 record copies of results of tests to Ordering Agency for approval. Final approved record copies shall be provided in hard copy format (3 copies) and (3 copies) of electronic format on CD format.
5. If tests fail to meet stated specifications, make such adjustments, replacements and changes as are necessary and then repeat tests, which disclosed faulty or defective material, equipment or installation method. Provide labor and materials at no additional cost to Ordering Agency. Resubmit final approved record copies shall be provided in hard copy format (3 copies) and (3 copies) of electronic format on CD format.
6. Testing shall be completed by a certified manufacturer representative and witnessed and accepted by the Ordering Agency.
7. All systems shall be commissioned by the Contractor and witnessed by the Ordering Agency.
8. Contractor will be required to coordinate with and to permit Ordering Agency to test and verify all cables and wiring system hardware prior to final building inspections.

M. TRAINING

System installer/provider manufacturer shall provide at least 8 hours of training for Ordering Agency's personnel to manage their own site at no cost to the Ordering Agency. This shall include but not be limited to adding and deleting users, setting schedules, and controlling permissive to doors in their areas or building.

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N. VIDEO SURVEILLANCE EQUIPMENT AND SERVICES

Vendor must be able to supply a single-source Video Surveillance solution to the State. This shall include, but not to be limited to, demonstrations, design configuration assistance, implementation assistance, installation, maintenance and training for all systems, equipment and services offered.

1. Vendor must provide a complete listing of all Video Surveillance Equipment by product category. Below is a partial list of product categories:

- Cameras
- Wiring and camera cabling
- Transport Hardware/Software
- Recording Media
- Network Interface

2. Video Surveillance services are a very specialized area. The following is a partial list of services that would be supplied by the contractor to give the agency a total turnkey system:

- Cabling
- Webcasting Service
- Webcasting Software
- Recording
- Playback
- Remote Monitoring
- Network Interface
- Notification and Control

3. A description of the training procedures that may be associated with the Video Surveillance equipment and services training should be attached to your proposal as an addendum. Training shall include a user's guide or written material for all of the equipment and services provided.
4. At the conclusion of the installation phase of a Video Surveillance System, the Contractor shall notify the ordering agency that the system may be tested to demonstrate compliance. The mandatory features and requirements of the system, all programmed options, training, and the product literature shall be checked. Acceptance shall be granted by DTI or the ordering agency (in writing) when both mandatory and proposed/published features are demonstrated to its satisfaction. No payment shall be due until acceptance is granted. Acceptance shall not be unreasonably withheld or delayed.

2. SUCCESSFUL VENDOR POOL

The RFP is designed to result in a Successful Vendor(s) pool.

The Ordering Agency will Contract with a company demonstrating in their proposal that they have the capacity to perform the scope of work for their location, in conformance with

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Building Access Security Standard, and with proper workmanship, effectiveness and accountability. This RFP calls for proposals that detail experience, qualifications, and resources that reflect a Bidder's ability and willingness to provide effective workmanship.

Ordering Agencies are required to obtain the approval of the Statewide Building Security Committee (comprised of members from OMB, DSHS, and DTI) prior to the purchase of new security systems and prior to upgrading existing systems. Approval is granted through the DTI Business Case process.

3. SUCCESSFUL VENDOR(S) REQUIREMENTS

All bids shall include a listing of all subcontractors to be used for the job. Subcontractors are to be submitted during the original proposal process using Attachment 6 and agreed to in writing by the State or as are specifically authorized in writing by the Agency during the performance of the contract. Any substitutions in or additions to such subcontractors, associates, or consultants from the original proposal will be subject to the prior written approval of the State. **Ordering agency may issue a cease work order if a vendor is discovered to be using a subcontractor not approved by the State.**

The Vendor(s) shall be responsible for compliance by the subcontractor with all terms, conditions and requirements of the RFP and with all local, State and Federal Laws. The Vendor shall be liable for any noncompliance by any subcontractor. Further, nothing contained herein or in any subcontractor agreement shall be construed as creating any contractual relationship between the subcontractor and the State.

The requesting agency reserves the right to require the successful bidder to furnish a 100% Performance Bond to the requesting agency with surety in the amount of 100% of the specific project award. Said bonds shall be conditioned upon the faithful performance of the contract. This guarantee shall be submitted in the form of good and sufficient bond drawn upon an Insurance or Bonding Company authorized to do business in the State of Delaware.

4. PRICING

Using Appendix C, identify labor rate and percentage discount(s) for materials and equipment for projects less than \$15,000.

Prevailing wage rates apply to any projects \$15,000+. (<http://dia.delawareworks.com/labor-law/prevailing-wage.php>)

5. PERFORMANCE OF WORK

Successful Vendor(s) must furnish work crews with competent and qualified employees (both supervisory and work personnel). Successful Vendor(s) are required to maintain a Supervisor at the work site when work under this RFP is being performed.

Successful Vendor(s) will be required to complete the work within the time frame established with an ordering agency. Any anticipated delays in this time frame on the part of the Successful Vendor(s) must be communicated to the Ordering agency issuing the contract prior to accepting the work assignment.

Successful Vendor(s) will be required to guarantee the life of all materials and the work performed, for normal wear and tear, for a period of not less than two (2) year from the date

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of completion.

All work performed must be properly permitted and completed in conformance with applicable building codes, any other applicable codes, and Federal, State, and Local laws, statutes, rules, regulations and ordinances. Successful Vendor(s) must be aware of and conform to local zoning codes.

Successful Vendor(s) must also comply with all Historic Preservation requirements.

6. SUCCESSFUL VENDOR(S) REWORK

The Successful Vendor(s) will be responsible for all damages resulting from improper installation of building access security system materials and/or mechanical systems.

7. JOB BID COMPETITION

The Vendor's contacted for a job quotes are to include an itemized list of equipment and estimated labor for the project. Vendors shall not require agencies to sign any additional or separate agreements subordinate to the resulting contract.

An ordering agency will compare job quotes requested in written form from at least three competitors (or all if vendor pool is three or fewer) from the appropriate pool and documented in the case file. The right Successful Vendor(s) for the individual job assignment will then be selected from the Successful Vendor(s) pools based on the following factors:

- Comparative cost levels on the preponderance of measures called for on the individual job;
- Comparative cost quote levels of supplemental bids on the measures for the specific job; as applicable;
- Ongoing evaluation by the Ordering Agency of the contending Successful Vendor(s)'s work with other building access security jobs utilizing similar measures; and,
- Availability of the specific Successful Vendor(s) for the job.
- Quotes provided must include the contract language regarding response time. Successful vendor is required to acknowledge customer requests within 1 business day. Expected response time for emergency situations is no more than 4 hours.